

Terms And Conditions Governing Bond / Sukuk Investment Account (“Terms and Conditions”)

1. Definitions

The following words and expressions shall have the following meanings assigned to them unless the context otherwise requires:-

“Account”	means the investment account opened and maintained with us for transactions in relation to Bonds / Sukuk and under this Terms and Conditions.
“Accountholder(s)”, “you” or “your”	means an accountholder of the Account, whether singly or jointly, and shall include their respective personal representatives, successors-in-title and permitted assigns.
“Applicable Law”	means all relevant or applicable statutes, laws, rules, regulations, guidelines (including but not limited to Bank Negara Malaysia’s guidelines) directives and circulars (whether issued by any court, tribunal, government body or authority or self-regulatory organisations with jurisdiction over us or any other person within the Group).
“Bond” or “Bonds”	means debt instruments which are fixed income security or debt security with a fixed maturity date issued by the Issuer.
“Bond / Sukuk dealer”	means the Personnel or any other third party that we may engage to sell Bonds / Sukuk.
“Bond / Sukuk Documents”	means the information memorandum or prospectus issued by the Issuer or the term sheet or Product Disclosure Sheet issued by us relating to the Bonds / Sukuk.
“Business Day”	means a day on which the Bank is opened and / or maintained in the state where the place of business of the Bank is located for transaction of business of the nature required or contemplated by this Terms and Conditions.
“Code”	means the Internal Revenue Code of 1986 issued by the US.
“Custodian”	means any bank, merchant bank, trust company, nominee company, depository or member firm of any securities exchange appointed by us as custodian of your Bond / Sukuk, including where the context permits, its Sub-Custodian.
“Dealing Day”	means a day on which the Bond / Sukuk dealer accepts dealings in the Bond / Sukuk.
“FATCA”	means sections 1471 through 1474 of the Code and the regulations and other guidance issued under the Code, each as amended from time to time (commonly known as the Foreign Account Tax Compliance Act) (“FATCA”) or any other agreement entered into with or between authorities for the implementation of FATCA.
“Group”	means our branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of Malaysia, and includes us.

“Issuer”	means any government, corporation, banks, public utilities or such other entity(ies) being the issuer of the Bond / Sukuk.
“Legal Process”	may include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under any written law and such notices under the Insolvency Act 1967.
“Personal Data”	means any information that relates directly or indirectly to an individual, which for the purpose of these Terms and Conditions may include, but is not limited to, name, address, occupation, contact details, information captured on security systems (including an image recording on Closed Circuit Television (CCTV)), information contained in the Account held by you either singly or jointly with any other person, the type of products and/or services that you have subscribed to with us and such other necessary data regarding yourself and your transactions with us.
“Personnel”	means our directors, officers, employees, servants and agents.
“Process Service Agent”	means an agent appointed by you and who has accepted your appointment, to accept service of all Legal Process arising out of or connected to the Account and / or the Services on your behalf.
“Qualified High Net Worth Investor”	means any person who meets at least one of the following requirements:- <ul style="list-style-type: none">(i) who has total net personal or joint assets with his or her spouse exceeding three million ringgit (RM3,000,000.00) or its equivalent in foreign currencies, excluding the value of the individual’s primary residence;(ii) who has a gross annual income exceeding three hundred thousand ringgit (RM300,000.00) or its equivalent in foreign currencies in the preceding twelve (12) months; or(iii) who has a gross annual income exceeding four hundred thousand ringgit (RM400,000.00) or its equivalent in foreign currencies in the preceding 12 months, jointly with his or her spouse.
“Services”	means any services rendered or to be rendered by us to you pertaining to the Bond / Sukuk as set out in this Terms and Conditions including but not limited to purchasing and selling the Bond / Sukuk.
“Sub-Custodian”	means any bank, merchant trust company, asset management company, nominee company, depository or member firm of any securities exchange appointed by us or the Custodian as sub-custodian of your Bond / Sukuk and / or as an administrator to assist us to carry out transactions pertaining to the Bond / Sukuk.
“Sukuk”	are Islamic securities that are structured in a way to generate returns to investors that are issued and traded in compliance with the principles of Shariah, which prohibit “riba” or interest.
“Terms and Conditions”	means these Terms and Conditions governing Bond / Sukuk Investment Account (including any variation or addition hereto as we may prescribe from time to time).
“Third Party Data Subject”	means a person whose Personal Data you have provided to us and may include, but is not limited to, your mandatee, next-of-kin, dependents, individual guarantors, and security providers.

“UOBM”, “the Bank”, “we”, “our” and “us” means United Overseas Bank (Malaysia) Bhd (Company No. 199301017069 (271809-K)), and where relevant, the Custodian, Sub-Custodian or Personnel.

“US” means United States of America.

‘US Person(s)’ means a US citizen or resident individual, a partnership or corporation organised in the US or under the laws of the US or any state of the US, a trust if (i) a court within the US would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of trust, and (ii) one or more US Person(s) have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US. This definition shall be interpreted in accordance with the Code. Please note that persons who have lost their US citizenship and who live outside US may nonetheless in some circumstances be treated as a US Person(s).

2. Terms And Conditions

These Terms and Conditions will govern the Account we provide to you and the Services. By opening, maintaining and using the Account, you agree to be bound by this Terms and Conditions. You are deemed to have read, understood and accepted every term.

3. Opening Of Account And Account Eligibility

- 3.1 Prior to using the Services, you must open and maintain:-
- an Account with us; and
 - a current or savings account with us or alternatively where you have an existing current or savings account with us, you will designate such account as the “settlement account” (“Settlement Account”) to facilitate payment in relation to the Bond / Sukuk and / or Services which shall include but not limited to purchase / subscription, coupon / profit payment, redemption, fees and charges.
- 3.2 To be eligible to open an Account, you must be a non-US Person and aged eighteen (18) years and above on the application date.
- 3.3 We reserve the right to reject the application for opening an Account should you omit or refuse to open and maintain the Settlement Account with us. You shall ensure at all times that the Settlement Account and the Account shall be opened by the same person(s) and shall have the same operation mandate. If there are any inconsistencies in the name and operation mandate of the Account and the Settlement Account, you agree that we shall have the right to rely on the respective mandate for the Account and the Settlement Account.
- 3.4 In opening the Account, you must execute our standard Account opening form and shall give us such mandate (if any), specimen signature(s) and any other document(s) required by us. We can, at our absolute discretion decline any Account application without giving any reason.
- 3.5 You agree that in addition to the terms and conditions set out in the application form for opening of the Account and these Terms and Conditions, the Account shall also be governed by and subject to our banking practices as applicable from time to time and the rules and regulations of Bank Negara Malaysia or any other authority having jurisdiction over us.

4. Mandate / Instructions

- 4.1 Operating Mandate to operate or use the Account:-
- (a) you must give us all information about yourself; and
 - (b) where the Account is a joint account, you must give us the mandate / authority to operate the Account.
- 4.2 Change of operating mandate:-
- (a) you must notify us promptly in writing of any change or variation in the operating mandate or when you want to change your signature; and
 - (b) we shall be entitled to a reasonable period of time (of not less than seven (7) Business Days from receipt) to process such notification of change. We may, upon our assessment, act on any instructions signed by you before we process such notification of change.
- 4.3 Instructions:-
- (a) Unless stated otherwise in these Terms and Conditions, all instructions given by you are irrevocable and binding on you.
 - (b) We shall be entitled to refuse to accept or act on any instructions, whether for a transaction or any matter relating to the Account and / or the Bond / Sukuk, if:-
 - (i) we are unable to verify your identity to our satisfaction;
 - (ii) we have any doubt on the authenticity, clarity or completeness of the instructions;
 - (iii) the form or content of such instructions is not in accordance with the requirements or policies or practices as we prescribed from time to time;
 - (iv) the instructions is not in accordance with the mandate(s) for the time being in effect in respect of the operation of such Account;
 - (v) we believe or suspect that the instructions are unauthorised, fraudulent or forged;
 - (vi) the signature on the instructions differs from the specimen signature in our records; or
 - (vii) an Event of Default has occurred or is continuing
- 4.4 We may act upon any instructions which we believe in good faith to be given by you, without inquiry as to:-
- (a) the identity or authority of the person giving or purporting to give such Instructions; or
 - (b) the authenticity of such instructions even though:-
 - (i) that such instructions may conflict with other instructions given by you to us; or
 - (ii) any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instructions.
- 4.5 On the death, mental incapacity, bankruptcy or dissolution of any Accountholder, we may at our absolute discretion freeze or suspend the Account and the Services without being liable to you until we receive to our satisfaction evidence of the person(s) who have the legal authority to operate the Account and deal with the Bond / Sukuk.
- 4.6 You acknowledge that we may implement any security procedures and features we deem appropriate and / or necessary from time to time to verify your identity and that the instructions in respect of the Account and / or Services have been provided by you to us. Without prejudice to the foregoing, we may require confirmation of any instructions from you in any form or manner as we deem appropriate.

5. Joint Accountholder / Investments In Joint Names

- 5.1 For joint account, we shall act in accordance with your joint mandate unless we:-
- (a) receive ambiguous or conflicting instructions in connection with the Account or in respect of the Bond / Sukuk;
 - (b) prior to acting on the instructions from an Accountholder, receive contradictory instructions from another Accountholder;

- (c) receive instructions in connection with the closure of the Account(s); or
- (b) become aware of any dispute;

whereupon we shall be entitled to decline to act and to insist to act only on the instructions of all the Accountholders. In all and any of the cases set out in this Clause, we shall have no liability to any of joint Accountholders for so acting or refusing to act.

- 5.2 You may request for another Accountholder to jointly hold the Bond / Sukuk with you, subject to the following conditions:-
- (a) the joint Accountholder must either be your spouse, sibling, parent or child aged 18 and above;
 - (b) each individual Accountholder must be Qualified High Net Worth Investor; and
 - (c) each individual Accountholder must not be a US Person.

- 5.3 Where the Account is in joint names:-

- (a) each Accountholder shall be jointly and severally liable for all liabilities incurred in respect of the Bond / Sukuk, the Services and under this Terms and Conditions (including any amendments from time to time);
- (b) each Accountholder agrees to be jointly and severally bound by this Terms and Conditions (including any amendments from time to time), the terms and conditions in the Bond / Sukuk Investment Action form, the Bond / Sukuk Documents and the confirmation note / advice setting out the terms applicable to the Bond / Sukuk and the Services;
- (c) if the account mandate is for any one Accountholder to deal with the Account (including but not limited to withdrawals, instructions (whether oral, written or otherwise) and closure of the Account), you agree that we shall be entitled to act on the instructions from only one Accountholder and you shall be jointly and severally liable for all transactions arising from such instructions regardless of whether you:-
 - (i) are aware of;
 - (ii) agree with; or
 - (iii) would benefit from or suffer any loss arising from; such instructions from the other Accountholder.

- 5.4 None of the Accountholders shall be discharged, nor shall his liability be affected by, any discharge, release, time, indulgence, concession, waiver or consent at any time given or affected in relation to any one or more of the other Accountholders.

- 5.5 We will only send one notice or communication to the mailing address specified by the Accountholders in writing in accordance with the mandate for the time being in respect of the Account, and this notice or communication shall be deemed to have been sent all Accountholders.

- 5.6 The doctrine of survivorship shall apply to any Account opened in joint names of more than one person.

- 5.7 On the death of any joint Accountholder:-

- (a) we may at our absolute discretion suspend the Account and the Bond / Sukuk without being liable to each of the Accountholder; and
- (b) we are authorised to hold the Bond / Sukuk in the Account to the order of the surviving Accountholder without prejudice to any right which we may have against such Bonds / Sukuk arising out of, amongst others, any lien, charge, pledge, set-off, or any actual or contingent claim or counterclaim. Any action taken by us pursuant to instruction given by the surviving Accountholder shall be binding on each of the Accountholder and their respective heirs, personal representatives and successors.

6. Risk Acknowledgement

- 6.1 You agree and accept that you have –
- (a) considered your objectives and financial situation;
 - (b) read and understood the Product Disclosure Sheet and the Risk Disclosure Statement;
- and that you agree to and accept the risks in relation to the Bond / Sukuk investment.
- 6.2 You recognize and acknowledge that Bond / Sukuk investments are inherent with the following risks and you agree to accept such risks:-

(a) General Risk Disclosure for Bond / Sukuk investment:

- (i) As the Bonds / Sukuk are issued by the Issuer, any obligation to you is owed by the Issuer only.
- (ii) We owe no obligation to you, unless specifically stated.
- (iii) The Bond / Sukuk investments are not guaranteed by us and are not government insured, unless specifically stated.
- (iv) Bond / Sukuk investments involve investment risks and possible loss of entire amount invested.

(b) Specific Risk Disclosure for Bond / Sukuk investment:

- (i) Market Risk – The Bond / Sukuk investment would be affected by changes in the particular financial market or markets, to which the transaction is linked, and you will be exposed to price, currency exchange, interest rate or other volatility in that market or markets. You understand that substantial losses on the Bond / Sukuk investment may be sustained if the market conditions move against its position.
- (ii) Credit Risk – You assume the credit risk of the Issuer. The Bond / Sukuk investment is not a bank deposit, is not government insured, is not an obligation of nor is it guaranteed by us, our Group unless specifically mentioned otherwise. If we are not the Issuer of the Bonds / Sukuk, you understand that the contractual third party Issuer will be liable to you under the Bond / Sukuk investment purchased by you. Accordingly, you have taken into account all risks associated with the third party Issuer, including the third party Issuer's financial standing.
- (iii) Liquidity Risk – During adverse market conditions, you may not be able to liquidate all or part of its Bond / Sukuk investments as and when you require. In addition, certain Bonds / Sukuk may not be marketable and as such cannot be liquidated before the maturity date.
- (iv) Coupon / Profit Payment and Settlement Risk – For coupon / profit payment and settlement at the maturity date, proceeds will be paid to you only after receipt of payment by us. Payment to you may take up to 5 Business Days from the date of receipt of payment by us.
- (v) Sovereign Risk – Payment of Bond / Sukuk investments may be affected by the economic and political events in the country of the relevant Issuer. The occurrence of a sovereign risk event could result in the loss of all or a portion of the amount invested should, as a result of any economic or political circumstances, payment be made in the local currency of the relevant Issuer instead of the original invested currency.
- (vi) Currency Risk – If you are investing in Bonds / Sukuk denominated in non-local currency, you should be aware of the risk of exchange rate fluctuations that may result in a loss of the entire amount invested. The fluctuations in foreign currency rates have an impact on the profit / loss and the Bonds / Sukuk where the transaction is denominated or settled in a different currency from the currency where you carry on your

ordinary business or keep your accounts. You may also be exposed to exchange controls which may from time to time be imposed by governmental or regulatory authorities of the jurisdiction issuing the relevant currencies and which may have an impact on the convertibility or transferability of a currency.

- (vii) Default Risk - As the Bond / Sukuk is issued by the Issuer, this Bond / Sukuk investment is dependent on the credibility of the Issuer. In the event the Issuer defaults, there is a possibility that you will not receive any coupon / profit payment and / or settlement amount of the Bond / Sukuk and you may lose all or part of the amount invested.

(c) Non-Participation Risk Disclosure

You understand, agree and accept that in respect of any transaction described in Clause 32 below, it is a material term of our willingness and agreement to provide you or continue to provide you the Services, or any part thereof, that neither we, the Custodian nor the Sub-Custodian, as holder(s) of the Bonds / Sukuk (or any part thereof), will act on or do, or is obliged or required to act on or do, all or any of the things set out in sub-Clause 32.4 below.

- 6.3 You agree and acknowledge that the list and description of the associated risks contained in the preceding paragraphs are not exhaustive and further assessment and analysis on the risks will have to be made by you before you purchase / subscribe any Bonds / Sukuk.

7. Information On The Bond / Sukuk

- 7.1 When you request to purchase / subscribe any Bonds / Sukuk, we will give you the most recent published editions of the Bond / Sukuk Documents available to us in respect of the Bonds / Sukuk.
- 7.2 If the Issuer issues subsequent or supplemental documents to the Bond / Sukuk Documents in respect of the Bonds / Sukuk, we may, at your request, make available such subsequent or supplemental documents for inspection or collection at any of our designated branches.
- 7.3 You acknowledge that the Bond / Sukuk and its issuance are subject to the provisions of the Bond / Sukuk Documents.
- 7.4 The Bond / Sukuk Documents may include:-
- (a) materials produced by us;
 - (b) materials produced and provided to us by the Issuer; and / or
 - (c) statistical information on past performances of the relevant Issuer.
- 7.5 You acknowledge and agree that the Bond / Sukuk is made only on the basis of the information contained in the relevant Bond / Sukuk Documents. All other information or representation from the Personnel must be regarded as unauthorised and must not be relied upon by you. Any actions made by us pursuant to the Services are not to be seen as a recommendation by us of the Bond / Sukuk and we accept no responsibility for the Bond / Sukuk or its performance.
- 7.6 You further acknowledge and agree that we will not be responsible or liable to you for:-
- (i) any losses which you may suffer or incur in connection with any transactions entered into or steps taken or failed to be taken by you in reliance of the Bond / Sukuk Documents; and
 - (ii) any error, misstatement or omission in any Bond / Sukuk Documents to the fullest extent permitted by law

8. Representations And Warranties

8.1 Our acceptance of your application for the opening of the Account and the provision of the Services are in reliance on the following representations and warranties made by you, all of which must be complied with in all material respects throughout the maintenance of the Account:-

- (i) you have full capacity and authority to open, maintain and operate the Accounts and the Bond / Sukuk you currently have or may in future have with us and to give us instructions in connection with the Account and Services and to accept and agree to these Terms and Conditions;
- (ii) no person other than you have an interest in Account and/or Bond / Sukuk;
- (iii) you have not created any lien, charge, pledge, transfer, assignment or otherwise encumber the monies in the Account;
- (iv) that you have not committed any act of bankruptcy and that no bankruptcy proceedings have been commenced or are being threatened against you;
- (v) that no Event of Default has occurred or is continuing;
- (vi) that you are not in default under any agreement and no litigation, arbitration or administrative proceedings are presently current or threatened which might materially affect your solvency or otherwise impair or affect your ability to perform your obligations under this Terms and Conditions;
- (vii) no violation of any provision of any law, court orders and judgment has been committed by you;
 - (a) that all documents, particulars and declarations furnished by you in respect of its application for the Account, the Services and the Bond / Sukuk are accurate and correct in all respects;
 - (b) that you are not aware of and have not intentionally withheld any information or fact which may result in or give rise to the opening of the Account and/or the Bond / Sukuk, causing us to breach any Applicable Law;
 - (c) that you are not involved in any illegal activities and all monies provided to us are not derived in any way from illegal activities;
- (viii) you are not relying on any communication from us as investment advice or as a recommendation to enter into a transaction. You understand that information and explanations from us related to the terms and conditions of the Bond / Sukuk and / or the Bond / Sukuk Documents will not be considered as investment advice or a recommendation from us to enter into an investment;
- (ix) you accept that the Bond / Sukuk is subject to investment risks more particularly set out in Risk Disclosure Statement and Clause 6.2 above, including possible loss of the principal amount invested and you are fully aware of the risks involved in investing in the Bonds, and will obtain from us or the Issuer or the Bond / Sukuk dealer an up-to-date version of the Bond / Sukuk Documents available as at the date of any transaction;
- (x) that you are a Qualified High Net Worth Investor; and
- (xi) that you are not a US Person.

8.2 Your representations and warranties contained in this Clause 8 shall survive so long as you maintain the Account with us.

9. Financial Crime Representations and Warranties

9.1 We shall be entitled to take all actions we consider appropriate for us to meet any obligation or requirement, either in Malaysia or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("Financial Crime").

You understand and agree that if any activities, conduct or circumstances you are involved in (directly or indirectly) may expose us to legal or reputational risk, or actual or potential regulatory or enforcement actions, we shall at any time, without giving any reason, have the right to immediately: -

- (a) exercise all our rights stated in Clause 18;
- (b) close all accounts and terminate all services you have with us;
- (c) make reports and take such other actions as we may deem appropriate.

You undertake that you will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold us harmless, indemnify us and keep us indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which we may suffer or incur in connection with or arising from any breach by you of this undertaking.

- 9.2 You represent and warrant that you have not engaged in any activity or conduct or have not taken any action, directly or indirectly, that would violate any applicable anti-bribery and anti-corruption law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (the “MACCA”), the United Kingdom Bribery Act 2010 (the “UK Bribery Act”) and the U.S. Foreign Corrupt Practices Act of 1977 (the “FCPA”). You further represent and warrant that you, to your best knowledge, are in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules and regulations.

10. Purchase / Subscription And Redemption Of Bonds / Sukuk

- 10.1 You may:-

- (i) apply for the purchase / subscription of any Bond / Sukuk; and / or
- (ii) redeem any Bond / Sukuk,

by completing and submitting the Bond / Sukuk Investment Action Form and / or such other forms as may be prescribed at our discretion from time to time. For this purpose, you hereby irrevocably authorise us to earmark the Settlement Account without further notice and reference to you for such sum of monies for payment of the purchase / subscription of the Bond / Sukuk. You further agree that when so requested by us, you shall forthwith credit sufficient funds in the Settlement Account for the purchase / subscription of the Bond / Sukuk. You acknowledge that we shall have no obligation to proceed with the purchase / subscription of the Bond / Sukuk if monies in the Settlement Account are insufficient to settle the purchase / subscription price of the Bonds / Sukuk.

- 10.2 You must give careful consideration to every Bond / Sukuk. You are to make an independent decision to purchase / subscribe the Bond / Sukuk, and seek advice from your professional advisers as to whether the Bond / Sukuk is appropriate or suitable for you. You should not rely on any communication from us as investment advice or as a recommendation to enter into a transaction. You agree and accept that we do not owe a fiduciary duty or any other duty or care and skill to you and understand that information and explanations related to the terms and conditions of a Bond / Sukuk and / or the contents in the Bond / Sukuk Documents will not be considered investment advice or a recommendation to purchase / subscribe the Bond / Sukuk.

- 10.3 We may, upon our assessment, choose not to accept your application in respect of the purchase / subscribe or redemption of any Bond / Sukuk or refuse to act on any of your Instructions.

- 10.4 The purchase / subscription of the Bond / Sukuk that we submit for you in accordance with your instructions shall be made in our name or the Custodian's name. Any contract note, transaction or confirmation statements / advices issued by the Bond / Sukuk dealer in respect of the Bond / Sukuk will be delivered directly to us or the Custodian, and any Bond / Sukuk allocated by the Bond / Sukuk dealer pursuant to the purchase / subscription request is to be held by us or the Custodian for and on behalf of you, and if necessary registered in our name or the Custodian's name, on your behalf.

- 10.5 You acknowledge and agree that: -
- (i) the Bond / Sukuk dealer is not obliged to accept any purchase / subscription request that we submit on your behalf in whole or in part;
 - (ii) we and the Custodian will not be responsible for ensuring that the Bond / Sukuk dealer allocates any Bond / Sukuk for you and we will not be liable for any losses, including any loss of investment opportunity you may suffer as a result of any rejection or delay in accepting the purchase / subscription request by the Bond / Sukuk dealer; and
 - (iii) we or the Custodian's responsibility is solely to carry out the instructions given by you to us subject to this Terms and Conditions.
- 10.6 We are not required to do anything outside of normal Malaysian banking business hours. If we:-
- (i) receive instructions from you at least two hours before the cut-off time for the Bond / Sukuk dealer to receive a purchase / subscription request or request for redemption, we will use all reasonable endeavours to fax or deliver the request to the Bond / Sukuk dealer so that it is placed on the same Dealing Day;
 - (ii) receive instructions from you later than the time specified in Clause 10.6(i) above, we will use all reasonable endeavours to fax or deliver the request to the Bond / Sukuk dealer so that it is placed on the next Dealing Day.
- For the purposes of this clause, we will provide you upon request with information on the Dealing Day and cut-off times for receiving purchase / subscription and redemption requests.
- 10.7 All instructions given by you in respect of the Bond / Sukuk are irrevocable and binding on you.
- 10.8 We will not be liable for any delay in carrying out a request or instruction in relation to the Bond / Sukuk due to a breakdown or failure to transmission or communication infrastructure, or for any other cause beyond our control.
- 10.9 You shall only be entitled to the Bond / Sukuk upon:-
- (i) the issuance of an order confirmation or statement by us or the Custodian to you, confirming the purchase / subscription of the Bond / Sukuk; and
 - (ii) full settlement by you of the subscription / purchase price of the Bond / Sukuk.
- 10.10 For the avoidance of doubt, all payments in cash to be made by us to you under this Terms and Conditions shall, unless provided otherwise in under this Terms and Conditions, be net of all fees, charges, costs and expenses imposed or incurred by us in respect of the Bonds / Sukuk. If we or the Custodian receive any payment for the Bond / Sukuk on your behalf, we or the Custodian will, as soon as practicable, credit the payment into the Settlement Account. We and the Custodian will not be responsible for confirming the adequacy of monies in respect of any of the Bonds / Sukuk received by us on behalf of you.
- 10.11 If, at any time and for any reason the Issuer instructs us or the Custodian, as the registered holder of the Bond / Sukuk, to divest, transfer or otherwise dispose of any of the Bond / Sukuk in accordance with the terms and conditions governing the operation of any Bond / Sukuk, we shall promptly seek your instructions as to how you wish to proceed. If we do not receive your instructions within the specified time frame and / or you fail to agree on a satisfactory course of action with the Issuer within any time period specified for this purpose, we shall proceed to redeem, or procure the Custodian to redeem without further reference to you, the relevant Bond / Sukuk and pay the proceeds to you in the following manner:-
- (i) if the proceeds are in the form of money, the proceeds will be paid into the Settlement Account;
 - (ii) if the proceeds are in the form of another Bonds / Sukuk, such Bond / Sukuk shall be credited into the Account.
- 10.12 We are not obliged to provide any Services for purchase / subscription of any Bond / Sukuk that will not be registered under our name of the Bank, the Custodian or the Sub-Custodian.

- 10.13 The issued prices and the redemption prices are determined by the Issuer on the issuance day of the Bond / Sukuk. Any price or value given by us in respect of any Bond / Sukuk is indicative only and will not be final and binding unless we confirm such price or value in writing.
- 10.14 You may not redeem any Bond / Sukuk until (a) after the Bonds / Sukuk have been successfully registered under our name; and (b) you have paid for the Bond / Sukuk in full including payment of interest / charges for late settlement, fees, commission, taxes, duties, levies, brokerage and other banking charges (if any).
- 10.15 The purchase / subscription price for the Bonds / Sukuk must be paid for in full on the settlement date for the Bond / Sukuk, failing which, we shall have the right to, without further reference and notice to you, sell the unpaid Bond / Sukuk at any time at such price and on such terms as we think fit in accordance with Clause 15(ii) below. Any losses suffered or expenses incurred by us on such sale, with interest / charges at the rate to be solely determined by us, shall be deemed as a debt due from you to us and shall be repayable immediately by you on demand. Any profit or gain made on the Bond / Sukuk shall be forfeited by us and you shall have no claim whatsoever on such profit or gain.
- 10.16 It is hereby expressly agreed by you that we shall not in any way be liable for any loss or damage howsoever arising or occasioned by any sale or disposal of the Bond / Sukuk whether in respect of pricing, timing or terms thereof or otherwise.
- 10.17 We, the Custodian or the Sub-Custodian will not be responsible or liable to you in any manner should any document relating to the Bond / Sukuk, the purchase / subscription and redemption transaction be lost, destroyed or misplaced through no fault of ours or due to fire, floods, civil commotion, breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not it belongs to us, events of force majeure, that is an unforeseeable event that prevents us from performing its obligation, acts of God or other events or circumstances beyond our control.
- 10.18 Notwithstanding anything in these Terms and Conditions, we shall have the right to sell the Bond / Sukuk at any time at such price and on such terms as we think fit, if you fail to comply with any applicable laws and regulations including but not limited to the Bank Negara Malaysia's Foreign Exchange Administration Rules.

11. Custody of the Bond / Sukuk

- 11.1 We shall be entitled at its absolute discretion to make such arrangements as we think fit for the holding of your Bonds / Sukuk in safe custody, including but not limited to appointing a Custodian. If we have exercised reasonable care and skill in the selection of the Custodian, we shall not be responsible for any act or omission of the Custodian in connection with the Bonds / Sukuk in its custody. If the Bonds / Sukuk are registered in the name of the Custodian, we will instruct the Custodian to record and hold in a separate account in its books all Bonds / Sukuk received and held by it from time to time for you on such terms and in such manner as we may at our absolute discretion determine, and the above shall be disclosed to you upon request.
- 11.2 You consent that we and the Custodian shall be entitled to appoint a Sub-Custodian in respect of any of the Bonds / Sukuk held by us and / or the Custodian under this Terms and Conditions, on such terms as we may, in our absolute discretion consider appropriate. If we and / or the Custodian have exercised reasonable care and skill in the selection of the Sub-Custodian, we and the Custodian will not be liable or responsible for any act or omission of the Sub-Custodian in connection with the Bonds / Sukuk in its custody.
- 11.3 Any Bond / Sukuk which we, the Custodian or the Sub-Custodian holds are at your sole risk. Our, the Custodian or the Sub-Custodian's duty is solely limited to acting at a bare trustee and to exercise good faith in respect of any action or failure to act in respect of such custody. Neither we nor the Custodian nor the Sub-Custodian are under any duty or obligation to

examine or verify the validity or ownership or title to the Bond(s) / Sukuk(s) and neither of us shall be liable to you for any defect in ownership or title.

- 11.4 We, the Custodian or the Sub-Custodian will execute documents, certificates and such other documents as you reasonably request for fiscal or tax purposes in connection with the Bonds / Sukuk, and will make the applications and / or reports required by law to obtain tax privileges which we may be entitled to in connection with the Bonds / Sukuk, as long as you satisfactorily indemnify us, the Custodian or the Sub-Custodian and provide us, the Custodian or the Sub-Custodian with any evidence to indicate such entitlement as we, the Custodian or the Sub-Custodian may require.

12. Closing and Termination of the Account

- 12.1 You can close the Account at the Branch by providing written notice in the form and substance acceptable to us and settling all outstanding amounts (principal, interest / charges and any other costs) if any, due to us.

- 12.2 Notwithstanding anything in these Terms and Conditions, we may close, withdraw, suspend or terminate the Account and the Services:-

- (a) as we deem fit with prior written notice to you;
- (b) if the Account is dormant with no Bonds / Sukuk in the Account for a continuous period of 12 months, with prior written notice to you;
- (c) if you do not follow our instructions in connection with these Terms and Conditions or if in our opinion you do not comply with any applicable laws and regulations;
- (d) if in our opinion, the Account is not operated in a proper or regular manner;
- (e) if you threaten to breach or you have breached any of these Terms and Conditions or other terms and / or conditions applicable to you or any other agreement whether relating to the borrowing of funds or the granting of advances or credit or otherwise;
- (f) if you give us untrue, inaccurate, incomplete or misleading information;
- (g) if you do not pay on time any amount due to us;
- (h) if you pass away or become incapacitated, mentally unsound, insolvent, bankrupt or subject to judicial proceedings;
- (i) if an event of default occurs under any other agreements or arrangements between us;
- (j) if an investigation by the police, authorities or regulators is pending, on-going or threatened against you;
- (k) if you have been charged or convicted for any criminal offences or have any criminal records;
- (l) if any report has been lodged against you under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001;
- (m) if your whereabouts are unknown to us;
- (n) if you become a US Person;
- (o) if we, in our absolute discretion, decide that there is any change in the market conditions which would cause the continuation of the Account and the Services to be temporarily or permanently impractical or impossible from a commercial point of view;
- (p) if you use the Account, the Services and / or the Bond / Sukuk for an unlawful activity; or
- (q) if we have notice or is given notification of any changes in your status as a Qualified High Net Worth Investor.

- 12.3 You cannot use the Account and / or the Services for any unlawful activities. If we find, suspect or have reasons to believe that your Account and / or the Services have been or is being used for any unlawful activity, we may take any actions we consider appropriate in order for us to meet any obligation or requirement in Malaysia or elsewhere in the world in connection with the prevention of any unlawful activity including but not limited to fraud, money laundering, terrorist activity, bribery, corruption or tax evasion or the enforcement of any economic or trade sanction. The actions we may take include immediately closing the Account, terminating the Services and making reports and taking such actions we may decide as appropriate.

- 12.4 The Services shall automatically and simultaneously be terminated upon the closure of the Account pursuant to this Clause 12.

- 12.5 We reserve the right, upon our assessment, to cancel, terminate or suspend the Services in whole or in part, at any time with prior notice. For the avoidance of doubt, the cancellation, termination or suspension of the Services by us shall not entitle you to file any claim or compensation against us for any losses or damages suffered or incurred by you whether as a direct or indirect result of such cancellation, termination or suspension
- 12.6 If you die, commit an act of bankruptcy or lack mental capacity and the Account is not a joint account, we may at our absolute discretion suspend the Account and the Services without being liable to you until we receive, to our satisfaction, evidence of the person(s) who has the legal authority to operate the Account and deal with the Bonds / Sukuk.
- 12.7 Upon the closure / cancellation / termination of the Account you must:-
- (a) forthwith execute such documents as may be necessary to transfer the Bonds / Sukuk from us and / or the Custodian to such other party(ies) as may be appointed by you to hold the Bonds / Sukuk on your behalf, failing which, we shall not be held liable for any losses that you may suffer as a result of your inaction or omission;
 - (b) pay all fees, costs, charges, expenses, taxes, duties, levies and amounts accrued up to the date of closure / cancellation / termination of the Account; and
 - (c) pay us in full for any costs for the transfer of the Bonds / Sukuk.
- 12.8 Without prejudice to Clause 12.7(a) above, you agree and authorise us to sell such Bond(s) / Sukuk(s) in such manner as we think fit in accordance with Clause 15(ii) below. The net proceeds of the sale shall be credited into the Settlement Account or any other account maintained by you at our sole discretion. We shall not be responsible for any loss in the sale of the Bonds / Sukuk or for any loss or depreciation in value of the Bonds / Sukuk arising from or through any cause. You shall irrevocably accept the judgment and discretion of UOBM in respect of the timing, price and terms of sale of the Bond / Sukuk which shall be final, binding and conclusive and shall not be questioned by you on any account.
- 12.9 Any payment obligation of us to you after closure or cancellation / termination of the Account and / or the Services shall be deemed good and sufficiently discharged in cash, draft or cashier's order or in such other manner as we deem fit.

13. Statements, Entries and Verifications

- 13.1 We may send you statement of account ("Statement of Account") by ordinary mail at monthly intervals or such other intervals as UOBM may deem fit. If there is no movement in the Account, a Statement of Account will be sent at yearly intervals.
- 13.2 We may, at your request and at our sole discretion, send a printed statement to you subject to the payment to us of the current prevailing fee as determined by us at our sole discretion.
- 13.3 You are under a duty to:-
- (i) check all entries in the Statement of Account and / or confirmation advice;
 - (ii) report promptly to us any error or omission the Statement of Account and / or confirmation advice;
 - (iii) sign and return any confirmation slip, including that related to auditing purposes (if requested to do so); and
 - (iv) notify us immediately if you did not receive the Statement of Account and / or confirmation advice and / or official receipt.
 - (v) monitor all your transactions, balances and Bonds / Sukuk all the time and report to us when you discover any unauthorized transactions.
- 13.4 If we do not receive from you a written objection within fifteen (15) days of the date of the Statement of Account or confirmation advice, as the case may be:-
- (i) you shall be deemed conclusively:-

- (a) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transaction(s) / entries and the balance set out in the statement or advice; and
 - (b) to have ratified or confirmed each and every one of the transactions represented by the entries set out in the statement or advice.
- (ii) the statement, advice or entry, as the case may be, shall as against you be deemed conclusive evidence of your instructions and authorisation to us to effect the transaction(s) / entries set out in the statement, advice or entry; and
- (iii) you shall have no claim against us howsoever arising from, in connection with or as a result of any transaction / entry referred to in the statement, advice or entry.

- 13.5 Reversal: We have the right to adjust, reverse or cancel any entry into the Account at any such time if:-
- (i) we need to correct an error or omission;
 - (ii) we are required to return the funds debited from the Settlement Account to the payor or drawer; or
 - (iii) we have not received cleared or unconditional funds in full or in time;

and any Statement of Account so rectified shall be binding on you.

- 13.6 Any request for additional Statements of Account must be made in writing to us and shall be subject to such charges as we may from time to time impose.

14. Retention Of Records

You agree that the Bank is not obligated to maintain any records of your Account, including but not limited to the account opening forms, statements, documents relating to the Bond / Sukuk, correspondences or documents provided to the Bank by you or any other third party, exceeding any retention period as set out under the Bank's internal policies, guidelines and procedures and / or as provided under any applicable laws or regulations of any country having jurisdiction over the Bank.

15. UOBM's Security and Other Rights

Without prejudice and in addition to any other rights that we may have:-

- (i) We shall have a lien on the Bonds / Sukuk deposited with us, the Custodian or the Sub-Custodian whether by way of pledge, mortgage or for safe-custody, for all present, future, actual or contingent, primary or collateral, severally or jointly, any unpaid monies, fees, commission, brokerage and other banking charges, expenses, taxes, duties, levies costs and disbursements due, owing or incurred by us whether in relation to the Bond / Sukuk or any other account which you may have with us whether individually or jointly with another and whether as principal debtor or surety.
- (ii) We shall have the power to sell by public auction, tender or private treaty all or any of the your Bonds / Sukuk but no such sale shall be made until the expiry of fourteen (14) days from the date of the notice in writing demanding payment of the sum due and giving notice of intention to sell on default. We may recover from the proceeds of sale all costs and expenses incurred in effecting the sale.
- (iii) We shall have the right to, but is not obliged to, buy the Bonds / Sukuk on which we have a lien after we have provided you a notice in writing to pay the sums due within fourteen (14) days from the date of the notice and of our intention to purchase the Bonds / Sukuk on default of payment. The purchase shall be at our then prevailing buying price for the purchase of such Bonds / Sukuk.

- (iv) The proceeds payable by us following a purchase under Clause 15(iii) above shall be applied in payment of all unpaid fees, charges and monies due, owing or incurred by us and the balance, if any, shall be paid to you.

16. Right of Set-Off and Consolidation

- 16.1 In addition to any general right of set-off under law or any other agreement, you agree that we may, at our absolute discretion and by giving prior notice to you, at any time combine, consolidate or merge all or any of your accounts (whether current, deposit, loan/financing or otherwise) with us, whether singly or jointly with any other persons. You authorise us, after giving you seven (7) days' notice, to set-off or transfer any sums standing to the credit of any such accounts (whether matured or not) ("the Deposits") in or towards the satisfaction of your liabilities to us under these Terms and Conditions or under any other agreements or in any other respect, whether such liabilities are present or future, actual or contingent, primary or collateral, and several or joint ("the Liabilities").
- 16.2 Upon the issuance of the notice mentioned in Clause 16.1 of these Terms and Conditions, you agree that we have the right to earmark or to place a hold on the Deposits, prior to the setting-off and you shall not be entitled to withdraw any of the Deposits, without your prior written consent.
- 16.3 Where such combination, set off, consolidation or transfer requires the conversion of one currency into another, such conversion shall be calculated at our then prevailing spot rate of exchange as determined by us at our absolute discretion.
- 16.4 Further, we can sell any collateral including but not limited to funds, documents, instruments, chattels, bonds/Sukuk, debentures, shares or other securities and other valuables held by us in your name, including for safe custody, by way of public or private sale without any judicial proceedings, and retain from the proceeds derived from such sale, the total amount due and payable to us from you, including legal fees and costs (on a full indemnity basis) charges and other expenses incidental to such sale.
- 16.5 If there is a shortfall between the amount due and the amount so realised, you must immediately upon demand pay to us the amount of such difference, and until our receipt of full payment, you will also pay interest / profit on such balance at such rate we may specify from time to time both after as well as before any judgment, and irrespective of whether or not banker-customer relationship between us and you have ceased or been terminated.
- 16.6 Neither the Deposits nor the Bonds / Sukuk nor any of your rights, title or interest in them can be assigned, transferred or encumbered (except in our favour, or with our written consent). You undertake not to, or to purport to, sell, assign, transfer, mortgage, charge or otherwise deal with or encumber the Bonds / Sukuk or any of your rights, title or interest in them, and any such sale, assignment, transfer, mortgage, charge or other dealing will be void.

17. Fees, Charges and Right To Debit

- 17.1 You shall ensure that there shall be sufficient funds in the Settlement Account at all times for all payments including for the purchase / subscription of the Bonds / Sukuk, fees and charges due from you in connection with the Account, the Services and / or the Bond / Sukuk and you authorise us to debit such payments from the Settlement Account as and when it becomes due.
- 17.2 You may have to pay fees and charges for the use of the Account and / or the Services and such fees and charges may change from time to time. The current rates on fees and charges will be made available to you at our Branch, official website at www.uob.com.my or upon your request.

- 17.3 You are liable to pay for any taxes or levies which as at the date of the opening of the Account or at any date subsequent to the date of the opening of the Account, is required by law, regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to anybody or authority having jurisdiction over us, in respect of any fees and charges charged or incurred by us in relation to the Account, the Bond / Sukuk and / or the Services.
- 17.4 Any taxes or levies incurred by us in relation to the use of the Account, the Bond / Sukuk and / or the Services and any other goods or services provided under the Account shall be borne and charged to you and in the event that we shall effect payment on your behalf, you shall be liable to reimburse us for such amounts paid.
- 17.5 If you terminate the Services, we will be entitled to receive a proportionate amount of the our fee calculated on a daily basis up to and including the date of termination, and full reimbursement of all out-of pocket costs and expenses incurred by us up to and including the date of termination, including any taxes, duties, levies or fees incurred in the transfer of Bond / Sukuk pursuant to this Terms and Conditions.
- 17.6 We may debit the Settlement Account for the fees and charges for the Account and / or the Services as and when they become due.
- 17.7 We may, at our absolute discretion, from time to time, impose a new service charge or vary or revise any fees and charges imposed on the Account and / or the Services by giving twenty one (21) days' notice in advance.

18. Cost and Expenses

- 18.1 All costs and expenses including legal costs, charges and expenses incurred by us, the Custodian or the Sub-Custodian in connection with or incidental to the Account, the Services and / or the Bond / Sukuk, the enforcement or attempted preservation or enforcement of our rights under these Terms and Conditions and any imposition of taxes under taxation laws or regulations of any country having jurisdiction over us, will be payable by you on demand on a full indemnity basis, together with interest / profit from the date of demand to the date of full payment at such rates as determined by us.
- 18.2 We shall have the right to debit the Settlement Account or any other account which you may have with us with all costs, expenses and legal fees incurred or payable by you to us pertaining to the Account, the Services and / or the Bond / Sukuk.
- 18.3 We have the right to apply any payment we receive from you to satisfy all costs, charges and expenses in such proportion and such order of priority as we think fit, in our absolute discretion, and we have the right to place and keep any payment we receive from you to the credit of a suspense account for as long as we choose, without being obliged in the meantime to apply all or part of the same in or towards discharging any money or liabilities due or incurred by you under the Account, in respect of the Services and / or the Bond / Sukuk.

19. Perbadanan Insurans Deposit Malaysia (PIDM)

The Bond / Sukuk maintained by you in the Account is not protected by Perbadanan Insurans Deposit Malaysia (PIDM). You have been notified that any money withdrawn from an insured deposit for the purpose of purchasing the Bond / Sukuk investment is not protected by PIDM and confirm a copy of the PIDM brochure has been given to you.

20. Rules and Practices of Markets

You agree that all transactions relating to the Bond / Sukuk shall be subject to the rules and market practices of the market in which the Bond / Sukuk is traded.

21. Indemnity

In addition to and without affecting the other provisions of this Terms and Conditions, you shall hold us harmless and indemnify us and all of our servants, employees, nominees, directors and agents for all losses, claims, costs, damages, embarrassment, compensation, charges and expenses, including legal fees and costs on a full indemnity basis and all goods and services, value added and other duties, levies and taxes payable on such costs, charges and expenses, howsoever suffered or incurred by us (other than such losses, costs or damages arising from our wilful misconduct, employees and agents) which we may sustain, suffer or incur in connection with, without limitation:-

- (a) providing the Account, the Bond / Sukuk and the Services;
- (b) relying and acting upon or carrying out any instruction purportedly given to us pursuant to these Terms and Conditions whether or not such instructions are unauthorised, inaccurate or incomplete;
- (c) in connection with the preservation or enforcement of our rights under these Terms and Conditions or as a result of any non-compliance of these Terms and Conditions or of such other applicable terms and conditions by you;
- (d) in connection with any action taken by any party against you or any account(s) for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the Account, the Bond / Sukuk and / or the Services;
- (e) in connection to any involvement by us in any proceedings of whatever nature for the protection of or in connection with the Account, the Bond / Sukuk and / or the Services;
- (f) in connection with the compliance by us with any existing or future law or regulation or official directive in respect of any of these Terms and Conditions;
- (g) arising out of or in connection with these Terms and Conditions; and / or
- (h) arising out of or in connection with any taxation laws or regulations of any country having jurisdiction over us.

22. Circumstances Beyond Our Control

If we are unable to perform any of our obligations under these Terms and Conditions, or carry out any operations or provide any service due to any reason beyond the our control, including:-

- (a) fire, earthquake, flood, epidemic, natural disaster, accident, riot, civil disturbances, industrial disputes, acts of terrorism, embargo, war, act of God;
- (b) any failure or disruption to telecommunications, internet, electricity, water, fuel supply; or
- (c) any circumstance in the nature of an unforeseeable event that prevents us from performing our obligations under these Terms and Conditions;

we will not be in any way liable for any failure of performance or for any inconvenience, loss, injury, and damages suffered or incurred by you directly or indirectly as a result.

23. Disclosure

You agree that we (including our officers, employees, agents or any other persons to whom we grant access to our records, correspondence or any material relating to you or the Account) can disclose at any time at our sole discretion without notifying you beforehand, any information relating to you, your accounts with us or the Account to the following: –

- (a) any one or more members of the Group for any of the following purposes:-
 - (1) providing you with banking services;
 - (2) reporting;
 - (3) data matching;
 - (4) improving and furthering the provision of other services by us;
 - (5) fraud or crime prevention;
 - (6) investigating, preventing or otherwise in relation to money laundering and criminal activities;
 - (7) debt collection;
 - (8) outsourcing operations;
 - (9) performance of duties as our officer or in connection with the conduct of audit or the performance of risk management;
 - (10) facilitating the performance of our or any member of UOBM Group's functions;
 - (11) compliance with our Group's policies, guidelines, directives or requirements;
 - (12) corporate exercise;
 - (13) any legal process initiated by or served on us;
- (b) any person or organisation, whether in Malaysia or elsewhere, who provides electronic or other services to us for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;
- (c) any person or organisation, whether in Malaysia or elsewhere, engaged by us in connection with the performance of services or operational functions which have been outsourced;
- (d) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (e) other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (f) our auditors, solicitors and professional advisors;
- (g) our stationery printers, vendors of the computer systems we use and to such persons installing and maintaining them, and other suppliers of goods or service providers we engage;
- (h) any receiver appointed by us or any other party;
- (i) any credit bureau of which we are a member, and any other members and / or compliance committee of such credit bureau;
- (j) any rating agency, business alliance partner, insurer or insurance broker or direct or indirect provider of credit protection;
- (k) any actual or potential participant or sub-participant in relation to any of UOBM's obligations under the banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;

- (l) for transactions effected or processed with or without your authority in or through automated teller machines of other banks or financial or non-financial institutions or terminals or other card operated machines or devices we approve, to us, financial institution or non-financial institution, trader or other party accepting the use of the automated teller machine card and their respective agents or contractors;
- (m) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over us or any member of the Group;
- (n) any person to whom we, or any member of the Group, are permitted or required to disclose to under the laws of any country;
- (o) any other person to whom such disclosure is considered by us to be in its interest, or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purpose);
- (p) any person connected to the enforcement or preservation of any of our rights under these Terms and Conditions; and
- (q) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us.
- (r) any other country, its central bank or investigative authorities for the purpose of compliance with any automatic exchange of financial account information under any multilateral convention on mutual administrative assistance in tax matters.

24. Compliance with Court Orders

We and the Group can act in any way we see fit, without consulting you beforehand, if we are served with a court order issued by a court of any jurisdiction. You agree that you will not hold us liable for any loss or damage in connection with our actions.

25. Data Protection

- 25.1 You hereby confirm that you have received, read, understood and agreed to be bound by the Privacy Notice issued by us (which is available at our branches as well as at our website at www.uob.com.my) and the clauses in this Terms and Conditions as may relate to the processing of your Personal Data. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Terms and Conditions.
- 25.2 You agree and consent that we may transfer the Personal Data (including the Personal Data of any Third Party Data Subject) outside of Malaysia. All Personal Data held by us and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.
- 25.3 In the event you provide Personal Data relating to any Third Party Data Subject to us, for the purpose of opening or operating the Account with us or otherwise subscribing to our products and services, you:
 - (i) undertake that you have informed the said Third Party Data Subject to read the Privacy Notice at our website www.uob.com.my;

- (ii) confirm and warrant that you have obtained the consent of the Third Party Data Subject to the processing (including disclosure and transfer) of their Personal Data or are otherwise entitled to provide this data to us and for us to use it in accordance with these Terms and Conditions and/or in instances where we are required to evidence the same;
- (iii) have informed the said Third Party Data Subject :-
 - (1) that we may collect or verify their Personal Data with third party sources;
 - (2) that we may disclose their Personal Data to classes of third parties described in our Privacy Notice;
- (iv) agree to ensure that the Personal Data of the said Third Party Data Subject is accurate, complete, not misleading, and up-to-date;
- (v) agree to update us in writing in the event of any material change to the said Personal Data; and
- (vi) agree to our right to terminate these Terms and Conditions and close the Account should such consent be withdrawn by the said Third Party Data Subject.

25.4 Where you instruct us to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction, such as any Third Party Data Subject) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and / or our agents to enter into any cross-border transaction on your behalf, you agree to the above said disclosures on behalf of yourself and others (including any Third Party Data Subject) involved in the said cross-border transaction.

25.5 Additionally, but always subject to any laws (including regulations, guidelines and / or obligations) applicable to us and the Group (whether in or outside Malaysia), you agree that we and the Group, and our merchants and strategic partners may contact you about products, services and offers, which we believe may be of interest to you or benefit you financially. Notwithstanding the foregoing, we will only disclose your Personal Data (excluding data relating to your affairs or Account) to our merchants and strategic partners where your express prior consent has been obtained.

25.6 You may choose not to receive or to cease receiving any direct marketing materials from us and the Group by writing in to us at 'Personal Financial Services, P.O. Box 13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur' (or such other address notified by us from time to time) with your request and we will abide by your latest written instructions to us.

25.7 You acknowledge that certain communications such as Statement of Account and our websites contain standard information regarding our other products and services that cannot be removed without affecting the delivery / provision of our services and / or products, the operation of your Account without imposing additional costs to you.

25.8 You and the Third Party Data Subject are entitled to request in writing:

- (i) for any information in relation to the Personal Data that we hold or store,
- (ii) for any information held or stored by us to be updated, amended and / or corrected;
- (iii) for us to limit the processing of the Personal Data held or stored by us; and
- (iv) to make an enquiry or complaint in respect of our processing of the Personal Data.

For requests under (i) or (ii), you and/or the Third Party Data Subject may make a request to us through our Data Access Request Form or Data Correction Request Form respectively. These forms are available at our branches as well as at our website at www.uob.com.my.

You and/or the Third Party Data Subject may direct all requests to any of our branches or 'Customer Communications Management, P.O. Box 11212, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur'.

We may charge a fee for processing request for access to Personal Data. We may also refuse to comply with any request in respect of (i) or (ii) above if the information supplied by you and/or the Third Party Data Subject is insufficient (as determined by us) or where such request may breach or violate any law or regulation or any other reason which we deem not to be in our interest to do so. If we refuse to comply with such request, we will inform you and the Third Party Data Subject of our refusal and reason for our refusal.

- 25.9 You are responsible for ensuring that the information you provide us is accurate, complete and not misleading and that such information is kept up-to-date.
- 25.10 Please note that should we no longer have the right to process the Personal Data provided to us by you (including where you and/or the Third Party Data Subject subsequently withdraw the consent to process the Personal Data), we may not be able to effectively process Personal Data in relation to any of the purposes set out in the Privacy Notice, if at all, and we will have the right to not provide or discontinue the provision of any product, service, Account and/or facilities that is linked to such Personal Data.
- 25.11 We reserve the right to amend this clause 25 from time to time at our sole discretion and shall provide prior notification to you in writing and place any such amendments on our websites or by placing notices at the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.
- 25.12 This clause 25 shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

26. Compliance with FATCA

- 26.1 You shall provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of permanent residence, countries of tax residency and associated taxpayer identification numbers, that may be required to enable us or any member of the Group to comply with all requirements of FATCA or other agreement by or between governments.

You shall notify us in writing within thirty (30) days of any change that affects your tax status in relation to FATCA under any laws, regulations or other agreement by or between governments.

- 26.2 You represent and warrant that you have provided to us all documentation or other information as may be required by us for compliance with FATCA and in connection with change in tax status and shall provide all required documentation or other information within seven (7) days of a request from us in writing or otherwise.

You further acknowledge that any failure on your part to provide accurate and timely information pursuant to requirements and requests by us may result in us having to deem you recalcitrant and / or reportable and take all necessary action against you in order for us to be compliant with requirements under FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA.

- 26.3 For individual customers, you consent to the collection, storage, and disclosure by us or any member of the Group of any Personal Data to persons from whom we or any member of the Group receive or make payments on behalf of you and to governmental authorities as required by law or other agreement by or between governments. Your consent shall be effective notwithstanding any applicable nondisclosure agreement. You represent that you have secured from any third party whose information is provided to us any consents and waivers necessary to permit us or any member of the Group to carry out the actions described in this Clause 26, and that you will secure such consents and waivers in advance of providing similar information to us in the future.
- 26.4 For customers who are a sole proprietorship, partnerships or other business entity, a corporation, or an association, club or society or trust, you consent to the collection, storage, and disclosure by us or any member of the Group of any Confidential Information to persons from whom we or any member of the Group receive or make payments on behalf of you and to governmental authorities as required by law or other agreement by or between governments. Confidential Information includes your personal data, your bank account details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature. Your consent shall be effective notwithstanding any applicable nondisclosure agreement. You represent that you have secured from any third party whose information is provided to us any consents and waivers necessary to permit us or any member of the Group to carry out the actions described in this Clause 26, and that you will secure such consents and waivers in advance of providing similar information to us in the future.
- 26.5 You agree and acknowledge that we are entitled to take all necessary action to be and remain compliant with FATCA as is required by law or other agreement by or between governments. If some of your income is reportable and some is not, we will report all income unless we can reasonably determine the reportable amount. You hereby authorise us or any member of the Group, where appropriate, to withhold or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under the Code and the regulations and other guidance issued under the Code, each as amended from time to time or any other agreement by or between authorities.
- 26.6 We or any member of the Group, may take whatever action we consider appropriate to meet any obligations, either in Malaysia or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from your account and transferring it to such tax authorities. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.
- 26.7 To the fullest extent as may be permitted by law, we will not be liable to you for any losses, costs, expenses, damages, liabilities you may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities.
- 26.8 This Clause 26 will override any inconsistent term or consent provided by you under any agreement with us to the extent that such agreement provides fewer or lesser rights for us, whether before or after the date of these Terms and Conditions. This Clause 26 shall be without prejudice to any other clause in these Terms and Conditions which provides for the request for information or disclosure of data.

27. Amendments

- 27.1 We can at any time at our absolute discretion, vary, add to, delete or amend these Terms and Conditions by giving you twenty one (21) days' prior notice, either through your Statement of Account or by posting on our official website at www.uob.com.my or at our Branch, or in any manner that we choose.

27.2 If you do not accept the amendments, you must close the Account within seven (7) days from the date of notification, otherwise you will be deemed to have accepted and agreed to such changes and such changes will be binding on you.

28. Notices and Communications

28.1 Any notice, demand, request or communication (other than Legal Process) that we send to you may be:-

- (i) delivered by hand to your address as stated in the application form for opening the Account or such other address last known to us;
- (ii) sent by post (registered, AR registered, ordinary or otherwise) your address as stated in application form for opening the Account or such other address last known to us;
- (iii) sent by facsimile transmission to the facsimile number last known to us;
- (iv) sent by electronic mail to the electronic mail address last known to us;
- (v) sent by short message system (SMS) to the mobile phone number last known to us;
- (vi) by posting on our website; or
- (vii) by insertion in any statement of account which we send to you.

28.2 The said notice or communication will be deemed to have been received by you:-

- (i) at the time of delivery at your address, if delivered by hand;
- (ii) on the third (3rd) day (including the day of posting) from the date it is posted;
- (iii) at the time the facsimile transmission is completed;
- (iv) at the time the electronic mailing is completed;
- (v) at the time the sending by short message system (SMS) is completed;
- (vi) at the time of posting on our website; or
- (vii) at the time the statement of account is deemed to have been received by you.

28.3 We also reserve the right to serve on you any notice in connection with the Account by advertisement in any one daily newspaper and such notice will be deemed to have been served on you on the day the advertisement appears in the newspaper.

28.4 We also reserve the right to serve on you any notice in connection with the Account and / or the Bonds / Sukuk by advertisement in any one daily newspaper and such notice will be deemed to have been served on you on the day the advertisement appears in the newspaper regardless of whether you have actually seen the advertisement.

28.5 Changes in contact details:-

- (a) You agree to notify us immediately on any changes of your correspondence / mailing or residential address and your contact information ("Information")

- (b) If you do not inform us of any change in the Information, you agree that we may at its absolute discretion, rely on:-
- (i) any address and / or contact information stated in the application form for opening the Account or as reflected in our records; or
 - (ii) any address and / or contact information we obtain from any communication purportedly issued from you to us.
- (c) Any failure by you to notify us of a change in the Information resulting in the delay or the non-delivery of any Statement of Account, correspondence and/or notice will not prejudice our rights and entitlements under this Terms and Conditions.

29. Service of Legal Process

In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on behalf of us can be effected on you:

- (a) if you are an individual, by leaving a copy at the address as stated in the application form or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by you on the day it was left at the address; or
- (b) by sending a copy via prepaid registered or ordinary post to the address as stated in the application form or in any communication purportedly issued by you to us or last known to us and it shall be deemed to have been duly received by You on the third (3rd) day (including the day of posting) from the date it is posted.

30. Information Request

- 30.1 You must provide and disclose to us within such time prescribed by us, any information statements and explanations relating to the Account and the Bond / Sukuk which we deemed necessary in order to:-
- (i) comply with the laws or sanctions of Malaysia or any other country (including but not limited those relating to anti-money laundering or anti-terrorism); and / or
 - (ii) manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.
- 30.2 Pending our receipt of the information from you and until we have verified the information to our satisfaction, we are not obliged to proceed with any transactions or instructions in relation to the Account and / or the Bond / Sukuk.
- 30.3 You declare and undertake to us that the processing of any transactions or instructions will not breach any laws or sanctions in Malaysia or any other country. We will not be liable for any loss arising from any delay or failure to process any transactions or instructions due to inadequate information and documentation provided by you.

31. No Set-Off or Counterclaim

Until all monies owing are paid or discharged in full, you shall not be entitled to, by paying off any sum recoverable by us or by any means or on any other ground, claim any set-off or counterclaim against us in respect of any of our liability to you. You agree that nothing in the arrangements between us shall be treated as constituting an implied agreement restricting or negating any lien, charge pledge, right or set-off or other right which we have existing or implied by law.

32. “Book Building” Transactions

32.1 “Book Building” refers to a process of gathering customers’ interest for a specific Bond / Sukuk issuance or sale.

32.2 This clause 32 applies only with regards to:

- (i) Bonds / Sukuk acquired (whether by way of subscription, purchase or otherwise) by way of Book Building, by or on our behalf, for you; and/or
- (ii) the provision by us, the Custodian and the Sub-Custodian or any of them of any of the Services relating to Bonds / Sukuk acquired or to be acquired by way of Book Building (“Book Building Bonds / Sukuk”).

32.3 Notwithstanding any other provisions in these Terms and Conditions, our willingness and agreement to provide you or continue to provide you the Services, or any part thereof, relating to Book Building Bonds / Sukuk is SOLELY on the basis of the material terms contained in this Clause 32.

32.4 In respect of any Book Building Bond / Sukuk acquired (whether by way of subscription, purchase or otherwise) or held by us, the Custodian, the Sub-Custodian or any of them on your behalf, save as specifically required by mandatory statutory provisions or mandatory legal requirement of relevant regulatory authority:

- (a) neither UOBM, the Custodian nor the Sub-Custodian will be obliged or required to do any one or more or all of the following:
 - (i) attend any meeting (of whatever nature) of Book Building Bond / Sukuk holders;
 - (ii) exercise any voting rights conferred on the Book Building Bonds / Sukuk or any part thereof held by UOBM, the Custodian, the Sub-Custodian or any of them for you; or
 - (iii) participate in any matter or thing which requires the feedback, consent, response or otherwise the participation of Book Building Bond / Sukuk holders or any of them.
- (b) neither UOBM, the Custodian nor the Sub-Custodian will delegate to or appoint you, or is obliged to delegate to or appoint you (whether as proxy, agent, attorney or otherwise) to do any one or more or all of the following:
 - (i) to attend any meeting (of whatever nature) of Book Building Bond / Sukuk holders;
 - (ii) to exercise any voting rights conferred on the Book Building Bonds / Sukuk or any part thereof held by UOBM, the Custodian, the Sub-Custodian or any of them for you; or
 - (iii) to participate in any matter or thing which requires the feedback, consent, response or otherwise the participation of Book Building Bond / Sukuk holders or any of them.
- (c) you shall not be entitled and you hereby irrevocably and unconditionally waive and relinquish all of your rights and entitlement, if any, to request, instruct, authorize or otherwise require UOBM, the Custodian, the Sub-Custodian or any of them (as holder of the Book Building Bonds / Sukuk or any part thereof) to do any one or more or all of the following:
 - (i) to attend any meeting (of whatever nature) of Book Building Bond / Sukuk holders;

- (ii) to exercise any voting rights conferred on the Book Building Bonds / Sukuk or any part thereof held by UOBM, the Custodian, the Sub-Custodian or any of them for you;
- (iii) to participate in any matter or thing which requires the feedback, consent, response or otherwise the participation of Book Building Bond / Sukuk holders or any of them; or
- (iv) to delegate to or appoint you (whether as proxy, agent, attorney or otherwise) to do any one or more or all of the things stated in sub-clause 32.4(c)(i), (ii) and/or (iii) above.

All and any such instruction, authorization or requirement from you shall be deemed to be invalid and neither UOBM, the Custodian nor the Sub-Custodian shall be obliged to comply with the same.

33. Successor Bound

This Terms and Conditions shall be binding on your heirs, personal representatives and successors-in-title and our successors-in-title and assigns.

34. Change in Constitution

These terms and conditions shall continue to be valid and binding for all purposes, despite a change in our or your constitution, if a corporation, by amalgamation, consolidation, reconstruction, merger or otherwise, and if an individual, by death.

35. Assignment and Pledge

35.1 These Terms and Conditions governing Bond / Sukuk Investment Account are binding and inure to our benefit and you and your respective successors in title and permitted assigns. These Terms and Conditions shall continue to be binding on you regardless of:-

- (a) any change in our name or constitution; or
- (b) our consolidation or amalgamation into or with any other entity, and in such event such entity shall thereupon substitute us in relation to these Terms and Conditions and these Terms and Conditions shall continue in force as between you and such entity.

35.2 You shall not, without our prior written approval, in any way assign, transfer, pledge or charge any Bonds / Sukuk or the Account to any third party whether by security or otherwise your rights and obligations under these Terms and Conditions.

35.3 We may assign any or all of our rights under these Terms and Conditions and under the Account to any person we deem fit.

36. Waiver

A failure to exercise, or a delay in exercising, any right, power, privilege or remedy by us will not be deemed as a waiver, and nor will a single or partial exercise of any other right, power, privilege or remedy. The rights and remedies in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.

37. Severability

The invalidity or unenforceability of any the provisions in these Terms and Conditions will not affect the underlying intent of these Terms and Conditions, and the invalid or unenforceable provision will be severable, and will not affect the validity or enforceability of the other terms and provisions, which will remain in full force and effect.

38. Preservation of Rights and Entitlement

Our rights and entitlements under these Terms and Conditions will remain in full force and effect, and will survive any cancellation, revocation or suspension of the use of the Account.

39. Governing Law

The Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia, you irrevocably agree to:-

- (i) submit to the non-exclusive jurisdiction of the courts of Malaysia;
- (ii) waive any objection on the ground of suitability of venue, jurisdiction or similar ground; and
- (iii) consent to service of process by ordinary mail or in any other manner permitted by these terms and conditions and / or any relevant laws.

40. Searches

We may but is not obliged to conduct bankruptcy searches or credit related searches from any credit agencies, database or system on any person before and at any time after the opening of the Account. You consent to us carrying out such searches on you to the extent permitted by law.