

## Terms and Conditions Governing Unit Trust Services

### 1. Definitions

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

“Account”	means the Unit Trust Investment Account opened and maintained with us for transactions in Unit Trusts.
“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).
“Authorised Signatory”	means a person (whether alone or jointly with any other person or persons) authorised by you to give Instructions and / or to operate the Account.
“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 Unit Trust, including, where the context permits, its Sub-Custodian.
“Dealing Day”	means a day on which the Fund accepts dealings in Unit Trust.
“EPF”	means the Employees Provident Fund, a fund established pursuant to the Employees Provident Fund Act 1991 (as amended and supplemented from time to time).
“EPF Board”	means the Employees Provident Fund Board which manages the EPF.
“EPF Scheme”	means the EPF scheme allowing members to withdraw EPF funds to subscribe Investments in the Funds approved by the EPF Board.
“EPF Regulations”	means EPF’s conditions, procedures or regulations for withdrawing funds under the EPF Scheme.
“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.
“Fund”	means any investment company, unit trust, mutual funds or other collective Unit Trust schemes whose Unit Trusts may be offered to the public in Malaysia for subscription and which are distributed by or made available through us.
“Fund Documents”	means the prospectus / information memorandum, Product Highlights Sheet, explanatory memoranda, annual reports and accounts and other promotional and advertising material, publications and statistical information and other publications and materials issued by the Fund, or relating to any Unit Trust.
“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.
“Instructions”	means any request, application for the opening of Account, authorisation or instructions in whatever form, substance and manner made to us by you in relation to the Account and the Unit Trust Services.
“Losses”	means costs (including legal costs), expenses, disbursements, liabilities, obligations, penalties, claims, demands, actions, proceedings, judgments, suits, losses and damages of any kind.
“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.
“Purchase Order”	means an application to subscribe for, offer to purchase, or acceptance of an offer for the subscription of Unit Trust made by us to the Fund on your behalf, under the Unit Trust Services.
“Regulations”	means any of Bank Negara Malaysia’s Guidelines, regulations or rules of any governmental or regulatory body or authority having jurisdiction over us, as varied and implemented from time to time.
“Settlement Account”	means the savings or current account maintained with us or any other licensed financial institution in Malaysia which you designate in the Standing Order Payment Instruction form for crediting the redemption proceeds, maturity proceeds and cash dividend payouts issued in relation to the Fund.
“Statement”	includes a Statement of Account or a contract note, confirmation notice or advice for Unit Trust Services, or where applicable, any similar document.

“Statement of Account”	means the physical copy of the statement that we will issue to you every month or upon your request showing the number of Unit Trust in the Account, the price per unit of Unit Trust and the market valuation of the Unit Trust.
“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 Unit Trust and/or as an administrator to assist us to carry of the Unit Trust Services.
“Terms and Conditions”	means these Terms and Conditions governing Unit Trust Services (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.
“Unit Trust”	has the same meaning as the expression “unit trust scheme” in the Capital Markets and Services Act 2007.
“Unit Trust Services”	means any services offered, granted or made available by the Bank to the Accountholder, in relation to the Account and/or the Unit Trust.
“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. 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 Unit Trust Services, you must open and maintain:-

- (a) an Account with us; and
- (b) a current or savings account which you will designate as the settlement account to facilitate payment in relation to the Unit Trust and /or Unit Trust Services which

shall include but not limited to subscription, dividend payment, redemption, fees and charges.

- 3.2 If you are an individual, you must be a non-US Person and aged eighteen (18) years and above on the application date to be eligible to open an Account. We can, at our absolute discretion decline any Account application without giving any reason.

#### **4. Mandate / Instructions**

- 4.1 Operating Mandate to operate or use the Account:-
- (a) you must give us all information about yourself and the Authorised Signatory;  
and
  - (b) you must give us the mandate / authority to operate the Account if you have more than one Authorised Signatory and if the Account is a joint 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 or your Authorised Signatory's 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 or any Authorised Signatory 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 Unit Trust Services, if:-
    - (i) we are unable to verify your identity or the identity of any Authorised Signatory 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) the signature on the Instructions differs from the specimen signature in our records. or
  - (vi) 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 or any Authorised Signatory 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 Unit Trust 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 Unit Trust.
- 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 which 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 Accountholders

- 5.1 For joint account, we shall act in accordance with your joint mandate unless we:-
- (a) receive ambiguous Instructions in connection with the Account or in respect of the Unit Trust;
  - (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
  - (d) 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 or all the Authorised Signatory. In all and any of the cases set out in this Clause, we shall have no liability to any of joint Accountholders or to the partners, Authorised Signatory, members, shareholders or directors of the Accountholders for so acting or refusing to act.

- 5.2 You may request for another Accountholder to jointly hold the Unit Trust with you, subject to each individual Accountholder must not be a US Person.
- 5.3 If the Account is opened and maintained in the name of more than one person:-
- (a) each Accountholder shall be jointly and severally liable for all liabilities incurred in respect of the Unit Trust or debit balances in the Account;
  - (b) bound by these Terms and Conditions (including any amendments from time to time);
  - (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 effected 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 to 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 Unit Trust without being liable to each of the Accountholder; and
  - (b) we are authorised to pay the monies in the Account or the transfer the Unit Trust held in the Account to the surviving Accountholder(s) or hold the credit balance or Unit Trust in the Account to the order of the surviving Accountholder in addition to and without affecting any right which we may have with regard to such balance arising out of, amongst others, any lien, charge, pledge, set-off or any other claim or counterclaim, actual or contingent.

## **6. Provisions for Firms / Partnership / Sole Proprietor**

- 6.1 For partnership (registered under the Partnership Act 1961), all partners (on a joint and several basis) are bound by these Terms and Conditions, and liable for all debts and other liabilities owed by you to us even if there are any changes in your partnership, you

implement a name change or are dissolved. We may, in the absence of written notice to the contrary, treat the remaining or new partner(s) as having full power to carry on the business of the partnership and to deal with the Account and/or the Unit Trust as if there had been no change in the partnership's constitution.

- 6.2 For sole proprietorship, the individual constituting the sole proprietorship is liable for all debts and other liabilities owed by you to us even if there are any changes in the way the sole proprietorship is constituted, you implement a name change or the sole proprietorship no longer exists.
- 6.3 For partnership (registered under the Limited Liability Partnership Act 2012), if there are any changes in the partnership (including but not limited to death, resignation, replacement, addition, bankruptcy or otherwise of a partner), you implement a name change or are dissolved, we may, in the absence of a written notice to the contrary, treat the remaining or new partner(s) as having full power to carry on the business of the partnership and to deal with the Account and/or Unit Trust as if there had been no change in the partnership's constitution.
- 6.4 You shall promptly notify us in writing of any change in the constitution or name of the firm / partnership / sole proprietorship.
- 6.5 If you are a partnership, (which is registered under the Partnership Act 1961), on the death of any partner, we may decide that the entitlement of the Account and/or Unit Trust shall pass to the surviving partners and such passing shall be subject to any right which we may have arising out of any lien, charge, pledge, set-off or any other claim or counterclaim, actual or contingent. We may also suspend the Account and the Unit Trust Services upon the death, bankruptcy or insanity of any partner.
- 6.6 If you are a partnership (registered under the Limited Liability Partnerships Act 2012), on the death of any Authorised Signatory, we shall be authorised to act on the instructions of the surviving Authorised Signatory as if the deceased Authorised Signatory was not an Authorised Signatory of the Account and/or Unit Trust until we receive any notification in writing by you of any changes or variation on the operation of the Accounts and/or Unit Trust.

## **7. Representations And Warranties**

Our acceptance of your application for the opening of the Account and the provision of the Unit Trust Services are in reliance of your representations and warranties, all of which shall be complied with in all respects throughout the duration of the maintenance of the Account:-

- a) you have full capacity and authority to open, maintain and operate the Accounts and the Unit Trust 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;
- b) no person other than you have an interest in the Account and/or Unit Trust;
- c) you have not created any lien, charge, pledge, transfer, assignment or otherwise encumber the monies in the Account;

- d) that you have not committed any act of bankruptcy and that no bankruptcy proceedings have been commenced or are being threatened against you;
- e) that no Event of Default has occurred or is continuing;
- f) 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 these Terms and Conditions;
- g) no violation of any provision of any law, court orders and judgment has been committed by you;
- h) that all documents, particulars and declarations furnished by you in respect of your application for the Account and the Unit Trust Services are accurate and correct in all respects;
- i) 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 Unit Trust, causing us to breach any Applicable Law;
- j) that you are not involved in any illegal activities and all monies provided to us are not derived in any way from illegal activities;
- k) you understand that information and explanations related to the terms and conditions of an Unit Trust and / or the Fund Documents will not be considered investment advice or a recommendation to subscribe for the Unit Trust;
- l) that you accept that the Unit Trust are subject to investment risks, including possible loss of the principal amount invested and you are fully aware of the risks involved in investing in the Unit Trust, and will obtain from us or the Fund an up-to-date version of the Fund Documents available as of the date of any transaction; and
- m) that you are not a US Person.

Your representations and warranties contained in these Terms and Conditions shall survive so long as you maintain the Account with us.

## **8. Financial Crime Representations and Warranties**

- 8.1 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").
- 8.2 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.

- 8.3 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.
- 8.4 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.

## **9. Information on Funds**

- 9.1 When you request to subscribe into any Unit Trust, we will give you the most recently published editions of the Fund Documents available to us in respect of the Unit Trust.
- 9.2 Subsequently, if additional Fund Documents in respect of the Unit Trust are issued, we may, at your request, make available such Fund Documents for inspection or collection at any of our designated branches.
- 9.3 The Fund Documents may include:-
- (i) materials produced and provided to us by the relevant Funds; and / or
  - (ii) statistical information on past performances of the relevant Unit Trust.
- 9.4 You acknowledge and agree that your investment in the Fund(s) is made only on the basis of the information contained in the relevant Fund Documents. All other information or representation must be regarded as unauthorised and must not be relied on. Our provision of Unit Trust Services in respect of the Fund(s) is not to be seen as a recommendation by us of such Fund(s) and we accept no responsibility for the Fund or its performance.
- 9.5 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 Fund Documents; and
  - (ii) for any error, misstatement or omission in any Fund Documents which are prepared by third party or in reliance of information given by third party.

- 9.6 You acknowledge that all Unit Trust shall be issued, distributed, redeemed, switched, transferred and cancelled (if applicable) pursuant to the provisions of the trust deed constituting the relevant Fund (including any supplemental deeds issued by the Fund) (“Trust Deed”) and undertakes to be bound by the Trust Deed.

## **10. Subscription, Holding, Switching, Transfer and Redemption Of Unit Trust**

- 10.1 To send requests for the subscription, switching, redemption, transfer or cancellation of Unit Trust using the Unit Trust Services, you must instruct us by completing and submitting the Unit Trust Investment Action Form and / or such other forms as may be prescribed at our discretion from time to time, specifying the number and type of Investment.
- 10.2 You must give careful consideration to every investment in Unit Trust. You are to make an independent decision to subscribe to the Unit Trust, and seek advice from your professional advisers as to whether the Unit Trust is appropriate or proper 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 an Investment and / or the contents in the Fund Documents will not be considered investment advice or a recommendation to subscribe to Unit Trust.
- 10.3 We may, upon our assessment, choose not to accept your application in respect of the subscription of any Investment Unit Trust from you or refuse to act on any of your Instructions.
- 10.4 We act on behalf of you in placing Purchase Orders or sending requests for the subscription, switching, redemption, transfer or cancellation of Unit Trust with the Fund upon receipt of a duly completed Unit Trust Investment Action Form and / or such other forms as may be prescribed by us from time to time and payment from you in cleared funds, or acting on any of your other instructions in relation to the Unit Trust.
- 10.5 The Purchase Order(s) 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 issued by the Fund in respect of the Unit Trust will be delivered directly to us or the Custodian, and any Unit Trust allocated by the Fund pursuant to the Purchase Order is to be held by us or the Custodian for you and on your behalf, and if necessary registered in our name or the Custodian’s name, on your behalf.
- 10.6 You acknowledge and agree that:-
- (a) any Fund which receives a Purchase Order from us or the Custodian is not obliged to accept such Purchase Order in whole or in part;
  - (b) we and the Custodian will not be responsible for ensuring that any Fund allots the Investments, and will not be liable for Losses, including any loss of investment opportunity you may experience because a Fund rejects or delays in accepting a Purchase Order; and

(c) that our or the Custodian's responsibility is solely to carry out the Instructions given by you to us subject to these Terms and Conditions.

10.7 Your applications for the subscription, switching, redemption, transfer or cancellation of Unit Trust may be aggregated and consolidated with other applications either daily or from time to time as we decide and sent by us to the relevant Fund. If we place an aggregated / consolidated Purchase Order for the Unit Trust or an aggregated / consolidated order for the switching of the Investments with the relevant Fund, the Fund will issue the relevant Unit Trust to us or the Custodian and the Unit Trust issued will be allotted or allocated among the relevant applicants (including you) in the manner to be decided by us at our sole and absolute discretion. In the event such allotment or distribution or actions by us results in your disadvantage and / or Loss, you agree and accept such risk and shall hold us harmless from any Loss resulting from such allotment or distribution.

10.8 We are not required to do anything outside of normal Malaysian banking business hours. If we:-

(a) receive Instructions from you at least two hours before the cut-off time for a Fund to receive a Purchase Order or the request for switching or redemption, we will use all reasonable endeavours to fax or deliver a Purchase Order or request to the Fund so that it is placed on the same Dealing Day;

(b) receive Instructions from you later than the time specified in Clause 10.8 (a) above, we will use all reasonable endeavours to fax or deliver a Purchase Order or request for switching or redemption to the Fund so that it is placed on the next Dealing Day and such transaction shall be binding on you.

For the purposes of this clause, we will provide you upon request with information on the Funds' Dealing Days and cut-off times for receiving Purchase Orders and the other requests referred to above.

10.9 All Instructions given by you in respect of the Unit Trust Services are irrevocable and binding on you, unless we give you a cooling-off period. In the event a cooling-off period is provided, the revocation of an Instruction must be received by us before the cut-off time of the last Dealing Day of the cooling-off period.

10.10 You will only be given a cooling-off period if you are investing for the first time in any Unit Trust using the Unit Trust Services and such cooling-off period shall only be available to you once. For the avoidance of doubt, the cooling-off period is not applicable for any subsequent subscription of Unit Trust made by you. The cooling-off period is a period of six (6) Business Days from the date we receive the Unit Trust Investment Action Form from you.

10.11 We will not be liable for any delay in carrying out a request in relation to a Unit Trust due to a breakdown or failure to transmission or communication infrastructure, or for any other cause beyond our control.

10.12 You shall only be entitled to any Unit Trust upon the issuance of an order confirmation or Statement by us or our Custodian to you, confirming the subscription of the Unit Trust.

- 10.13 You shall instruct us, in the Standing Order Payment Instruction form or any other form we may prescribe, the Settlement Account in which we will credit, or procure the Custodian to credit all payments due from us to you under these Terms and Conditions, including but not limited to payments due to you in respect of the proceeds, income or other payment in cash received by us on your behalf for the subscription, switching, redemption, transfer or cancellation of the Unit Trust.
- 10.14 For the avoidance of doubt, all payments in cash to be made by us to you under these Terms and Conditions shall, unless provided otherwise in under these Terms and Conditions, be net of all fees (including any Interbank GIRO (“IBG”) fees, if the Settlement Account is not maintained with us), charges, costs and expenses imposed or incurred by us in respect of the Unit Trust made using our Unit Trust Services. We and the Custodian will not be responsible for confirming the adequacy of any monies in respect of any of your Investments received by us on your behalf.
- 10.15 Unless you provide us with specific instructions not to reinvest any dividends declared by any relevant Fund, such dividends shall, provided it is permitted by the terms of the Fund, be reinvested at the predetermined value of the Unit Trust set by the Fund or the net asset value of the Unit Trust on the day the dividends are officially paid, whichever applicable.
- 10.16 In the event you instruct us to switch your Unit Trust, we will only subscribe for Unit Trust required by you after the confirmation and completion of the redemption of the relevant existing Unit Trust which are being switched.
- 10.17 The transfer of any Unit Trust shall be subject to our prior approval and such terms as we may specify, including these Terms and Conditions and the terms set out in the transfer form and the full discharge of all your liabilities under these Terms and Conditions, including any outstanding fees and expenses.
- 10.18 If, at any time and for any reason any Fund instructs us or the Custodian, as registered holder of any Unit Trust, to divest, transfer or otherwise redeem of any Unit Trust in accordance with the terms and conditions governing the operation of any Unit Trust, we shall promptly seek your instructions as to how you wish to proceed. If we do not receive your instructions within the time specified for the receipt of your instructions and / or you fail to agree on a satisfactory course of action with the relevant Fund within any time period specified for this purpose, we shall redeem, or procure the Custodian to redeem the relevant Unit Trust and pay the proceeds to you in the following manner:-
- (a) If the proceeds are in the form of money, the proceeds paid to you in accordance with Clause 10.13;
  - (b) If the proceeds are in the form of Unit Trust in another Fund, such Unit Trust shall be credited into the Account.
- 10.19 We do not need to provide any Unit Trust Services set out in these Terms and Conditions for any Unit Trust that is not registered under us, the Custodian or the Sub-Custodian. In the event that we agree to assist you in respect of any Unit Trust which is not subscribed through us, you undertake not to hold us responsible or liable for any Loss that may arise as a result of such assistance.

- 10.20 The issue prices and the redemption prices are determined by the Fund in accordance with the prescribed prospectus on the Dealing Day. Any price or value given by us in respect of any Unit Trust is indicative only and will not be final and binding unless we confirm in writing that it does.
- 10.21 Notwithstanding anything in these Terms and Conditions, we shall have the right to sell, liquidate or redeem of the Unit Trust 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. Monthly Investment Plan**

- 11.1 You may apply to establish a monthly investment plan ("MIP") in respect of any Fund which offers such plans for investments, subscriptions or holding of Unit Trust of the relevant Fund on a monthly basis by completing and submitting the Unit Trust Investment Action form to us.
- 11.2 By applying for the MIP, you agree to the MIP's terms and conditions set out in the relevant Fund documents, the Unit Trust Investment Action form including the minimum initial investment amount and the minimum subsequent investment amount as required by the Fund.
- 11.3 Payments for the investments, subscriptions or holding of Unit Trust under the MIP shall be made by way of standing instruction to debit the savings or current account designated by you in the Unit Trust Investment Action form on a certain day of each month as determined by the Fund or by us and specified in the Unit Trust Investment Action form ("Instruction Date"). The units subscribed will be based on the closing price of the unit trust investment product on the next working day after the debit date of the periodic payment amount from your current or savings account ("Designated CASA").
- 11.4 In the event that the Instruction Date is not a Business Day, the payment shall be debited from your savings or current account on the following Business Day and the Purchase Order date for the investment, subscription and holding of Unit Trust of the relevant Fund shall be effected on the next Business Day the payment is debited.
- 11.5 We shall not be responsible or liable for any Losses you experience as a result of any delay in or failure to submit the Purchase Order for any Investment under the MIP due to a breakdown or failure to transmission or communication infrastructure, or for any other cause beyond our control.
- 11.6 We reserve the right to cancel or terminate the MIP arrangement with you at any time and from time to time prior to the next Instruction Date at our discretion by way of notice to you.
- 11.7 You must give at least forty eight (48) days' notice in writing to us to terminate any instruction to subscribe Unit Trust on your behalf under any MIP.
- 11.8 You will not be entitled to any promotions or incentives declared by us or the Fund during the tenure of the MIP, unless we or the Fund decide to offer it to you. You shall only be entitled to any promotions or incentives which are applicable at the time you

apply to us to establish a MIP in respect of such Fund in accordance with Clause 11.1 above.

## **12. Purchasing and Redeeming Unit Trust through the EPF Members Investment Scheme (“MIS”)**

- 12.1 We act as your agent for and on behalf of you in placing Purchase Orders or sending requests for the holding, subscription, switching, redemption, transfer or cancellation of Unit Trust under the MIS upon receipt of a duly completed Unit Trust Investment Action Form and any forms required by the relevant Fund and EPF.
- 12.2 You acknowledge and agree that we shall have no responsibility or obligation towards you in respect of any dealing by you in the Unit Trust under the EPF Investment Scheme and that we are only responsible for delivering the forms required by the relevant Fund and EPF to them on your behalf. The approval and conditions for the subscription or redemption of any Unit Trust through the EPF Scheme is subject to the Regulations, and any conditions imposed by the Fund and EPF.
- 12.3 We shall not be responsible or liable for any Losses you experience as a result of any delay in or failure to submit the forms required by the relevant Fund and EPF to them due to a breakdown or failure to transmission or communication infrastructure, or for any other cause beyond our control.
- 12.4 Subject to the provisions in Clause 12, the provisions in Clause 10 above shall, in so far as they are applicable to Unit Trust under the EPF Investment Scheme, apply to any application for subscription, switching, redemption, transfer or cancellation of Unit Trust by you under the EPF Investment Scheme which is made through us using our Unit Trust Services.

## **13. Receipt and Payment of Moneys**

- 13.1 You must always maintain sufficient funds in the Account or the MIP Payment Account (for investments subscribed under MIP), for all payments including subscription monies, taxes, duties, levies, fees, disbursements, charges, costs and / or expenses due from you in connection with the subscription, holding, redemption, switching or redemption of Unit Trust on your behalf, the registration of Unit Trust in our or our Custodian’s name and the services provided under these Terms and Conditions (collectively “Payments”).
- 13.2 If we decide, considering the Payments debited or due to be debited, that there are insufficient funds in the Account or the MIP Payment Account (for investments subscribed under MIP), we may:-
- (i) decline to place a Purchase Order for you or carry out your instructions in relation to the Unit Trust;
  - (ii) in relation to the MIP, cancel or terminate your participation in the MIP;
  - (iii) at our sole discretion and without any obligation to do so on our part, transfer funds to meet the Payments from any of your accounts with us without requiring your confirmation; or

- (iv) at our sole discretion, grant you credit for the relevant amount (“Advance”), in which case the following shall apply:-
  - (a) You must pay interest on the Advance at the rate we fix;
  - (b) If we request, you must immediately repay the Advance and any interest, and we can charge default interest at our rate from the date of this request on the amount owing until you repay it;
  - (c) We can also set-off the Advance and the interest charged on the Advance against the credit balance in any of your accounts with us without requiring your confirmation after giving you seven (7) days’ notice;
  - (d) We can, or will procure the Custodian to, redeem, sell or liquidate (upon such terms and conditions as we deem reasonable) any of your Unit Trust held by us or the Custodian at such time and price as we determine at our absolute discretion, set-off the Advance and the interest charged on the Advance against the proceeds and credit the balance of the proceeds (if any) into the Settlement Account.
- (v) take any action as we consider necessary to preserve our rights and interests under these Terms and Conditions, provided always that we may refuse to act for you until we have received payment in full for any instruction which we have been instructed to executed, and we reserve the right to recover any Losses incurred by us due to the insufficiency of monies, invalid payment or delay or default in payment.

13.3 You irrevocably agree that we may, at our discretion, place an earmark on the Payments required for carrying out your Instructions upon our receipt of your instructions in respect of the services under these Terms and Conditions and you shall not be able to use the earmarked amount until the Payments have been debited from the Account or it is confirmed to our satisfaction that you have withdrawn your instructions.

13.4 We will make payments from the Account or the MIP Payment Account (for investments subscribed under MIP), without further instructions from you, and you hereby authorise us to make such payments:-

- (i) to subscribe Unit Trust for you, and to pay for the registration of Unit Trust in our name or the Custodian’s name;
- (ii) to pay taxes, duties, levies, fees, disbursements, charges and / or expenses for the subscription, holding, switching or redemption of Unit Trust, payable by you under this Terms and Conditions to us, the Custodian or any other party.

We can make other payments from the Account or the MIP Payment Account, if you instruct.

#### **14. Custody of Unit Trust**

- 14.1 We shall be entitled at our absolute discretion to make such arrangements as we may think fit for the holding of your Unit Trust in safe custody, including by 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 Unit Trust in custody. If your Unit Trust 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 Unit Trust 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 your request.
- 14.2 You consent that we and the Custodian shall be entitled to appoint any bank, merchant trust company, asset management company, nominee company, depository or member firm of any securities exchange to act as a sub-custodian of any of your Unit Trust held by us and / or the Custodian under this Terms and Conditions and / or an administrator to assist in the performance of our obligations pursuant to these Terms and Conditions (a “Sub-Custodian”), 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 Unit Trust in its custody.
- 14.3 We and the Custodian will not exercise any voting rights in respect of the Unit Trust held for you, except in accordance with your instructions. We shall, if you instruct, use our reasonable efforts to deliver to you all notices, proxies or proxy soliciting materials in relation to the Unit Trust held pursuant to these Terms and Conditions.
- 14.4 We, the Custodian or the Sub-Custodian will execute documents, certificates and affidavits you reasonably request for fiscal or tax purposes in connection with the Unit Trust, and will make the applications and / or reports required by law to obtain tax privileges which you may be entitled to in connection with the Unit Trust, as long as you satisfactorily indemnify us for costs and liabilities and provide us with any evidence we request.

#### **15. Fees, Charges, Costs and Expenses**

- 15.1 You shall pay us fees and charges for the use of the Account and the Unit Trust services performed by us or the Custodian under these Terms and Conditions. The current rates on fees and charges will be made available to you at our branch, official website at [www.uob.com.my](http://www.uob.com.my) or upon your request.
- 15.2 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 or any Unit Trust.



- 15.3 Any taxes or levies incurred by us in relation to the use of the Account 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.
- 15.4 We may at our absolute discretion, from time to time, impose any other new fee or service charge or increase or reduce the amount of fees and charges, by giving you twenty one (21) days' prior notice.
- 15.5 If the Unit Trust Services under this Terms and Conditions are terminated, we will be entitled to receive a proportionate amount of 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 Unit Trust pursuant to Clause 18.5(a).
- 15.6 All Payments, including all costs and fees imposed by the relevant Funds, taxes, duties and / or levies for the subscription, holding, switching, transfer or redemption of the Unit Trust, legal costs, charges and expenses incurred by us in connection with the Unit Trust services under these Terms and Conditions, 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 from the date of demand to the date of full payment at such rates as determined by us.
- 15.7 We shall have the right to debit the Account or the MIP Payment Account (for investments subscribed under MIP), with all Payments incurred or payable by you to us in respect of the Unit Trust services under these Terms and Conditions.
- 15.8 We have the right to apply any payment we receive from you to satisfy all Payments in such proportion and such order of priority as we think fit.
- 15.9 You acknowledge that we will normally be paid a commission by, or receive a discount from the Fund in connection with the issue of Unit Trust to you and other dealings with respect to any Fund and you agree we shall be entitled to retain such commission or the proceeds in respect of the discount.

## **16. Information Request**

- 16.1 You must provide and disclose to us within such time prescribed by us, any information, statements and explanations relating to the Account and the Unit Trust which we deemed necessary in order to:-
- (a) 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
  - (b) manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.

- 16.2 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 Unit Trust.
- 16.3 You declare and undertake to us that the processing of any transactions or instructions in relation to the Unit Trust 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 in relation to the Unit Trust due to inadequate information and documentation provided by you.

## 17. Statement and Verifications

- 17.1 We may send you Statement of Account or confirmation advices by ordinary mail at the end of every month or at such intervals as we may deem fit. However, a physical copy may still be sent to you upon your request subject to the payment of the prevailing charge to us.
- 17.2 You are under a duty to:-
- (a) check all entries in the Statement of Account and the confirmation advice;
  - (b) report promptly to us any error or omission therein;
  - (c) sign and return any confirmation slip, including that related to auditing purposes (if requested to do so);
  - (d) notify us if you did not receive the Statement of Account and the confirmation advice;
  - (e) monitor all your transactions, balances and Unit Trust all the time and report to us when you discover any unauthorized transactions.
- 17.3 If we do not receive from you a written objection within fifteen (15) days of the date of such statement or confirmation advice or sixty (60) days in the case of electronic funds transfers:-
- (a) you shall be deemed conclusively:-
    - (i) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transaction(s) / entries, Unit Trust and the balance set out in the statement or advice; and
    - (ii) to have ratified or confirmed each and every one of the transactions and Unit Trust represented by the entries set out in the statement or advice.
  - (b) 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 or confirmation advice; and

- (c) 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 or confirmation advice.

17.4 Reversal: We have the right to adjust, reverse, cancel or debit the Account at any such time if:-

- (a) we need to correct any error or omission;
- (b) we are required to return funds to the payer or drawer; or
- (c) 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.

17.5 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.

## **18. Retention of Records**

You agree that we are not obligated to maintain any records of the Account, including but not limited to the account opening forms, Statement of Account, Statements, documents relating to the Unit Trust, correspondences provided to us by you or any other third party, exceeding any retention period as set out under our internal policies, guidelines and procedures and / or as provided under any applicable laws or regulations of any country having jurisdiction over us.

## **19. Closing of Account and Termination of Unit Trust Services**

19.1 You can close the Account at the Branch by providing fourteen (14) days prior written notice in the form and substance acceptable to us, settling all outstanding amounts (principal, interest and any other costs) due to us.

19.2 Notwithstanding anything in these Terms and Conditions, we may close, withdraw, suspend or cancel the Account:-

- (a) as we deem fit with prior written notice to you;
- (b) if the Account is dormant for a continuous period of twelve (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 failed to 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) 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) we, in our absolute discretion, decide that there is any change in the market conditions which would cause the continuation of the Account and Unit Trust services offered to you to be temporarily or permanently not practical or not possible from a commercial point of view; or
- (p) you use the Account and / or the Unit Trust services for an unlawful activity.

19.3 The Unit Trust Services under these Terms and Conditions shall automatically and simultaneously be terminated upon the closure of your Account pursuant to Clause 19.1 or the cancellation / termination of your Account pursuant to Clause 19.2. Upon the termination of the Unit Trust services under these Terms and Conditions, you shall be deemed to have authorised us to request the respective Funds to transfer the Unit Trust to you.

19.4 We reserve the right, upon our assessment, to cancel, terminate or suspend the Unit Trust Services in whole or in part, at any time with prior notice. For the avoidance of doubt, the cancellation, termination or suspension by us of Unit Trust Services shall not entitle you to 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.

19.5 Upon the closure / cancellation / termination of the Account and / or the cancellation / termination of the Unit Trust Services:-

- (a) we are deemed to have been authorised by you to request the representative of the Funds to transfer the Unit Trust to you. We are not liable or responsible to

arrange the transfer of the Unit Trust until all your liabilities to us under Terms and Conditions have been discharged;

- (b) you must pay all charges, expenses, fees, costs, taxes, duties, levies and amounts accrued up to the date of the closure / cancellation / termination; and

- 19.6 You cannot use the Account and the Unit Trust services for any unlawful activities. If we find, suspect or have reasons to believe that your Account or the Unit Trust services have been 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 or 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 and terminating the Unit Trust services, making reports and taking such actions we may decide as appropriate.
- 19.7 Any payment obligation by us to you after closure or cancellation / termination of the Account shall be deemed good and sufficiently discharged in cash, draft or cashier's order or in such other manner as we deem fit.

## **20. Right of Set-Off and Consolidation**

- 20.1 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 or Unit Trust or any part (whether current, deposit, loan or otherwise) with us, including accounts situated overseas.
- 20.2 You authorise us, after giving you seven (7) days' notice, to set-off or transfer any sums standing to the credit of those accounts (whether matured or not) in or towards the satisfaction of any 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.
- 20.3 Upon the issuance of the notice mentioned in Clause 19.2 of these Terms and Conditions, you agree that we have the right to earmark or to place a hold on the Unit Trust, prior to the setting-off and you shall not be entitled to withdraw any of the Unit Trust, without our prior written consent.
- 20.4 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.
- 20.5 Further, we can sell any collateral including but not limited to funds, documents, instruments, chattels, bonds, 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.

- 20.6 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 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 the banker-customer relationship between us and you has ceased or been terminated.
- 20.7 Neither the Investments 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 Investments or any of your rights, title or interest in them, and any such sale, assignment, transfer, mortgage, charge or other dealing will be void.

## **21. UOB Personal Internet Banking Terms And Conditions**

In addition to these Terms and Conditions, if you use our services through UOB Personal Internet Banking (for individuals), the Terms and Conditions Governing UOB Personal Internet Banking Services (for individuals) will apply in addition to and not in substitution for any of these Terms and Conditions. You can view the Terms and Conditions Governing UOB Personal Internet Banking at [www.uob.com.my](http://www.uob.com.my).

## **22. 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.

## **23. Amendments**

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](http://www.uob.com.my) or at our Branch, or in any manner that we choose. If you do not accept the amendments, you must close the Account and terminate the use of the Unit Trust services 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.

## **24. 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, your Account or your Unit Trust) can disclose at any time at our sole discretion without notifying you beforehand, any information relating to you, your Account, your Unit Trust and any of your Authorised Signatory(ies) to the following:-

- (a) any one or more members of the Group for any of the following purposes:-

- (i) providing you with banking services;
  - (ii) reporting;
  - (iii) data matching;
  - (iv) improving and furthering the provision of other services by us;
  - (v) fraud or crime prevention;
  - (vi) investigating, preventing or otherwise in relation to money laundering and criminal activities;
  - (vii) debt collection;
  - (viii) outsourcing our operations;
  - (ix) performance of duties as an officer of the Bank or in connection with the conduct of audit or the performance of risk management;
  - (x) facilitating the performance of our or any member of the Group's functions;
  - (xi) compliance with the Group's policies, guidelines, directives or requirements;
  - (xii) corporate exercise;
  - (xiii) any legal process initiated by or served on us;
  - (xiv) any of the Authorised Signatory or your directors.
- (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 or on behalf of 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, 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 our 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 the Bank, 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 is 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 our interest, or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purpose).
- (p) 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.
- (q) any Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us; or
- (r) any of the Authorised Signatory.

## **25. 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.

## **26. Data Protection**

- 26.1 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](http://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.

- 26.2 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.
- 26.3 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](http://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.
- 26.4 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.
- 26.5 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.

- 26.6 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.
- 26.7 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.
- 26.8 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 your 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](http://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 any 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.

- 26.9 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.
- 26.10 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.

- 26.11 We reserve the right to amend this clause 26 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.
- 26.12 This clause 26 shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

## **27. Compliance With FATCA**

- 27.1 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.

- 27.2 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.

- 27.3 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 27, and that you will secure such consents and waivers in advance of providing similar information to us in the future.

- 27.4 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 27, and that you will secure such consents and waivers in advance of providing similar information to us in the future.

- 27.5 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.
- 27.6 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.
- 27.7 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.
- 27.8 This Clause 27 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 27 shall be without prejudice to any other clause in these Terms and Conditions which provides for the request for information or disclosure of data.

## **28. Notices and Communication**

- 28.1 You must maintain a permanent local correspondence address in Malaysia.
- 28.2 You must immediately notify us in writing of any change in your address, facsimile number, electronic mail address or mobile phone number and / or employment or business ("Information") or if you intend to be away from Malaysia for more than thirty (30) days.
- 28.3 We can at our absolute discretion deliver any Statement of Account, notice or communication to you in any of the following manner by:-
- (a) electronic mail to your last known e-mail address in our records;

- (b) post (registered, AR registered, ordinary or otherwise) or delivered by hand or left at your last known address in our system;
  - (c) displaying the notice at the Branch;
  - (d) posting the notice or communication on our official website at [www.uob.com.my](http://www.uob.com.my);
  - (e) way of advertisement or general notice in a daily newspaper;
  - (f) radio or television broadcast or any other form of media communication;
  - (g) facsimile to your last known facsimile number in our records.
- 28.4 The said notice or communication will be deemed to have been received by you on the day it was so delivered, on the day following such posting or on the day such display, publication or broadcast was made.
- 28.5 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
- 28.6 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 your Information, you agree that we may at our absolute discretion, rely on:-
    - (i) any address and / or contact information stated in the application form 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 your 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 these Terms and Conditions.

## 29. Service of Legal Process

The service of any writ or summons or any other legal process in connection with a claim arising from or connected with the Account can be effected on you by way of ordinary mail sent to your address last known to us. Such service shall be deemed good and sufficient service on you on the day following such posting,

### 30. **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.

### 31. **Indemnity**

In addition to and without affecting the other provisions of this Terms and Conditions, you will have no recourse against us and will further indemnify us and hold us harmless from and against all losses, claims, costs, compensation, charges and expenses, including legal 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, which we may sustain, suffer or incur in connection with:-

- (a) providing the Unit Trust 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 and / or the Unit Trust 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 and / or the Unit Trust 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 any taxation laws or regulations of any country having jurisdiction over us.

**32. 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.

**33. 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.

**34. 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 and/or the Unit Trust Services.

**35. Change in Constitution**

These Terms and Conditions will 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.

**36. Assignment**

36.1 You shall not, without our prior written approval, in any way assign, charge, transfer mortgage, pledge or otherwise encumber or permit to subsist any assignment, charge, transfer, mortgage, pledge or other encumbrance over your rights and interests under these Terms and Conditions or in favour of any Unit Trust except in our favour.

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

**37. Governing Law**

These Terms and Conditions will be governed by and construed in accordance with the laws of Malaysia and you irrevocably:-

- (a) submit to the non-exclusive jurisdiction of the courts in Malaysia;
- (b) waive any objection on the ground of suitability of venue, jurisdiction, or any similar ground; and

- (c) consent to service of process by ordinary mail or in any other manner permitted by these Terms and Conditions and / or any relevant laws.

**38. Successors Bound**

These Terms and Conditions will be binding on your heirs and personal representatives and our assigns and successors in title.

**39. Perbadanan Insurans Deposit Malaysia (PIDM)**

The investment 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 Unit Trust is not protected by PIDM and confirm that a copy of the PIDM brochure has been given to you.

**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.