

TERMS AND CONDITIONS FOR RETAIL BONDS INVESTMENT SERVICES

1. Definitions and Interpretation

1.1. Unless otherwise expressly provided for herein, the following terms and expressions have the meanings respectively ascribed to them hereunder:

“the Bank”	means Bank of China (Malaysia) Berhad (Company No. 511251-V) a licensed bank incorporated in Malaysia under the Companies Act, 1965 and includes its successors in title and assigns.
“Bursa Malaysia”	means the stock exchange operated and managed by Bursa Malaysia Securities Bhd.
“Business Day”	means a day on which the Bank is open for business in Kuala Lumpur
“Customer”	means any Sophisticated Investor whose application to subscribe the Investment Services has been accepted by the Bank.
“Customer’s Account”	means the savings, current or foreign currency account maintained by the Customer with the Bank for the purpose of facilitating the subscription of the Investment Services.
“Force Majeure”	means events that include but without limitation to breakdown of machinery, power failure, security disturbances, riots, Act of God, war, terrorism, industrial disputes, natural disaster, adverse weather conditions, failure or interruption of communication systems or any other cause, event or circumstances beyond the reasonable control of the Bank, the Nominee and/ or its/their respective staff and agents.
“Bond Documents”	means prospectuses, periodic reports or accounts, promotional literature and materials, and statistical information relating to the Retail Bond.
“Retail Bond”	means any bond which may be distributed by the Bank from time to time or at any time to the Customer.
“Investment Portfolio Account”	means the account maintained by the Customer with the Bank for the purpose of subscription of the Investment Services on the Customer’s behalf.
“Investment Services”	means the services provided by the Bank in relation to the Retail Bond , namely buy, sell, hold and/or transfer of the Retail Bond
“Losses”	includes but not limited to losses from investment into respective capital market, costs (including legal costs on a full indemnity basis) expenses, fines, liabilities, actions, proceedings and claims whatsoever of any kind.
“Nominee”	means Bank of China (Malaysia) Berhad or such other nominee as may be nominated by the Bank from time to time or at any time to be registered holder of the Investments.
“Transaction Record”	means the periodic statement given by the Bank to the Customer in respect of the Investment Account.
“Sophisticated Investor”	refer to the customer who have successfully declared themselves as high-net worth individual and/or accredited investor as prescribed in Schedules 6 and 7 of the Capital Markets and Services Act 2007, as the same may be amended, re-enacted or re-constituted from time to time and Section 4(d) of this Terms and Conditions.;
“Intended Denomination”	refers to the standard nominal amount (or its multiples) of a fixed income security, which is specified in the fixed income securities’ relevant documents, including, but not limited to, the Offering Circular, Information Memorandum, Bond Documents and Pricing Supplement
“Round Lot” or “Standard Lot”	refers to the standard trading nominal amount that is equal to its Intended Denomination;
“Odd Lot”	refers to non-standard trading nominal size that does not equal to a fixed income security’s Intended Denomination;
‘Bond Dealer’	refers to licensed bond dealer who authorized by the Bank to perform Retail Bond investments trading on behalf of the Customer.
‘Transaction’	means the buying, selling, holding and/or transferring of the Retain Bond by the Customer.

- 1.2. Unless specified, words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and the neuter gender.

2. Provisions of the Investment Services

- 2.1. The Bank may at its sole and absolute discretion, provide Investment Services to the Customer who desirous to buy, hold, sell and/or transfer of the Retail Bond. The Bank will act on complete instruction by the Customer in accordance with the process and procedure as determined by the Bank from time to time. The instruction of the Customer shall be in physical form or electronic means acceptable to the Bank or any other manner as prescribed by the Bank from time to time. However, the Bank reserve its right to reject Investment Services requested by the Customer.
- 2.2. By subscribing to the Investment Services, Customer agrees to be bound by this Terms and Conditions, including any amendment, variation or supplement made by the Bank at any time and from time to time. Any application to subscribe the Investment Services by the Customer or to perform the Transaction shall be made by completing and signing on the application form prescribed by the Bank or any other relevant form or manner as prescribed by the Bank from time to time. The Bank reserves the right to reject any application for the Customer's subscription of the Investment Services or the Transaction without assigning any reason. However, the Bank will give notice to the Customer after the aforesaid rejection.
- 2.3. The Customer hereby acknowledges and understands that:
- a) The investment on the Retail Bonds are not protected by Perbadanan Insurans Deposit Malaysia (PIDM);
 - b) Any money withdrawn from a deposit protected by PIDM for investing in Retail Bonds are not protected by PIDM;
 - c) Retail Bond Investment will not be covered by the compensation fund under Part IV of the Capital Market and Services Act 2007 (CMSA).
 - d) Retail Bonds investment is only restricted to Sophisticated Investor as defined under Guideline on Sales Practices of Unlisted Capital Market Products by Securities Commission;
 - e) Retail Bonds investment denominated in Foreign Currency shall comply with Foreign Exchange Administration Rules (FEA Rules). Customer who is classified as 'Resident' with Domestic Ringgit Borrowing (DRB) is limited up to MYR 1 million or its equivalent in any foreign currency per calendar year if financed with conversion of ringgit into foreign currency.
 - f) Investment in the Retail Bonds is made based on the Customer's own assessment on his risk profile and suitability. The Bank's provision of Investment Services in respect of the Retail Bond is not a recommendation by the Bank of such Retail Bond and the Bank accept no responsibility for its performance or potential risks.
 - g) The Bank shall have no responsibility or liability whatsoever in respect of any communication, advice given, or views expressed by it or any of its employees or agents, whether such advice is given, or such views expressed at the Customer's request;
 - h) The Transaction is entered into based on the Customer's own independent evaluation of the risks associated with the Transaction that the Bank's terms and conditions do not identify all the risks or material considerations that may be associated with the Transaction;
 - i) All prices given by the Bank in respect of the Retail Bonds are indicative only and will not be final and binding until the Retail Bond has successfully traded.
 - j) The Bank may from time to time and at its discretion, accept and act on written instructions from the Customer, whether given by electronic means ("Instructions") for the request to perform the Transaction and the Bank shall be entitled to rely, act on and treat such Instructions as the proper and duly authorised instruction of the Customer without enquiry on the part of the Bank as to the identity of the person giving or purporting to give such notice or instructions or as to the authenticity of such Instructions. The Bank shall bear no responsibility nor be liable for acting on any such Instructions unless the loss is attributable solely to the negligence of the Bank. Instructions once issued are irrevocable and binding on the Customer and shall be for the Customer's account and risk. The Customer shall indemnify the Bank in full against all losses, claims, demands, costs, damages, expenses and all other liabilities whatsoever which the Bank may incur in consequence of its accepting and acting on such Instructions including all liabilities related to or arising from the relationship (including without limitation any dealings, transactions, omissions, actions, arrangements) between the Customer, seller, purchaser, broker and/or dealer. The Customer

acknowledges that the Bank is only required to carry out Instructions in accordance with its established and regular business practices, procedures and policies and accordingly may at its discretion decline any Instructions without any liability to the Customer.

- k) prior to the subscription of the Investment Services, the Customer had determined without reliance upon the Bank, the economic risks and merits, as well as the legal, tax and accounting characterizations and consequences of the Transaction based upon advice from professional advisers (including its own legal, regulatory, tax, business, investment, financial and accounting advisers) as it may deem necessary to consult; and
- l) that the Customer had determined that he/she//they is/are able to assume these risks.
- m) The Customer represents and warrants to the Bank that the source of funds used for the Transaction is lawful under the laws and regulations of the jurisdiction binding upon or applicable to the Customer and the Customer will take all necessary actions to ensure that such laws or regulations will not be contravened and will be complied with at all times.

2.4 The Bank reserves the right to reject or decline the Investment Services or any Transaction where: -

2.4.1 the relevant forms submitted by the Customer to the Bank are illegible, incomplete, erroneous, completed wrongly, not properly authorised, not in conformity with the instructions in the relevant forms or which is not submitted within the times stipulated. The decision of the Bank to accept or reject the relevant forms is final and the Customer waives any right or claim it may have to dispute such a decision. The Customer agrees that the Bank shall not be responsible or liable to the Customer in any manner whatsoever should the relevant forms be lost, destroyed, or misplaced through no fault of the Bank or due to any force majeure events; or

2.4.2 the Customer's Account has no or insufficient funds to effect payment for the Transaction; or

2.4.3 any instruction of the Customer is ambiguous or inconsistent with any other instruction. Notwithstanding the foregoing, the Bank shall be entitled to rely and act in accordance with any reasonable interpretation thereof which it believes in good faith to be the correct interpretation. The Customer shall not hold the Bank liable in any way for acting on inconsistent, ambiguous, or incomplete instructions. The Bank shall not be liable to the Customer for acting upon any instructions communicated or purportedly communicated by the Customer to the Bank over the telephone or in writing and signed or purportedly signed by the Customer or given or transmitted purportedly or given by hand or electronic means notwithstanding that it is subsequently shown that such instruction was not given by the Customer.

3. Information on Investments

3.1. The Bank may provide (only if available) to the Customer the most recently published editions of Bond Documents or other material relating to Retail Bond issued or supplied by the Retail Bond issuer of the relevant Retail Bond. The Bank may make available additional Bond Documents in respect of the Retail Bond if such documents are issued. The Bank will also notify the Customer if there is any corporate action informed by the Custodian Bank.

3.2. The Bank is not responsible for any error, misstatement and/or omission of the documents/information provided by third party.

4. Eligibility

4.1. All Transactions in the primary and secondary market will be processed by the Bank and its authorized Bond Dealer, a Capital Market Service Licence holder namely iFAST Capital Sdn Bhd. Provided that: -

- a. For Malaysian Ringgit denominated Retail Bonds, the Customer has opened and maintained with the Bank a savings and/or current account designated by the Customer with the Bank for the purposes of the applications for the purchase or sale of the Retail Bonds.
- b. For Foreign Currency Denominated Bonds, the Customer has opened and maintained with the Bank a Foreign Currency current account for the purposes of the applications for the purchase or sale of the Retail Bonds.
- c. The Customer is either a Resident or non-residents of Malaysia (other than US resident).
- d. The Customer is a Sophisticated Investor as defined under Guideline on Sales Practices of Unlisted Capital Market Products by Securities Commission detailed below: -

- i. An individual whose total net personal assets, jointly with his spouse, exceed MYR3 million or its equivalent in foreign currencies, excluding the value of the individual's primary residence;
 - ii. An individual who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies per annum in the preceding 12 months.
 - iii. An individual who, jointly with his spouse, has a gross annual income exceeding RM400,000 or its equivalent in foreign currencies per annum in the preceding 12 months.
- 4.2 The Bank's authorized Bond Dealer shall act as an Authorized Depository Institution (ADI) for the Bank's customer by maintaining an account with Scripless Securities Depository System (SSDS) for all the securities they hold in custody, through which non-SSDS members' transactions are cleared and settled.

5. Application

- 5.1 Any Transaction should be submitted to the Bank before the stipulated cut-off time on a Business Day in accordance with Section 2.1 and 2.2. The Bank may change the cut-off time due to any unforeseen event which is beyond the control of the Bank.
- 5.2 Upon request by the Customer to perform a Transactions, the Bank will act as an agent for the Customer and apply to the Bank's authorized Bond Dealer for the Transaction which the Customer wishes to perform.

6. Purchase Order Placement

- 6.1 The Customer is required to have an Investment Account with the Bank to place the order with the Bank to purchase Retail Bond (hereinafter referred to as "the Purchase Order"). The Customer can proceed to place the Purchase Order one business day after the Investment Portfolio Account has been opened.
- 6.2 The Customer may from time to time place a Purchase Order on such terms with the Bank. The Bank will use its best endeavour to fulfil the Purchase Order placed by the Customer. If the Bank is able to fulfil the Purchase Order (within the price range agreed), the Customer will be bound by the Retail Bond purchase transaction completed by the Bank based on the Customer's Purchase Order. The Customer agrees that cancellation of the Purchase Order placed is not permitted. If the Customer insist to cancel the Purchase Order after the Purchase Order has been traded, the Customer is required to bear the spread (if any). If the Purchase Order is not fulfilled by the stipulated cut-off time within the same Business Day, the Purchase Order shall lapse. A fresh Purchase Order will have to be placed with the Bank.
- 6.3 Prior to the placing of the Purchase Order, the Customer must ensure that he has sufficient funds in the Customer's Account which he has authorised the Bank to earmark the amount indicated in the service request form for the Purchase Order available in the Customer's Account. The Customer agrees that the Bank will earmark the Customer's Account before the Purchase Order is placed and if there are insufficient funds in the Customer's Account to fulfil the Purchase Order, the Bank will not execute the Purchase Order and the Bank shall not be liable for any Losses whatsoever incurred by the Customer arising from the non-execution of the Purchase Order due to the insufficient funds in the Customer's Account.
- 6.4 To place the Purchase Order, the Customer shall agree with a maximum amount to purchase the Retail Bond (recommended 3% price buffer to cater for changes in the market prices and accrued interest, unless otherwise stated). The Customer shall ensure that there shall be sufficient funds equivalent to the maximum amount to purchase the Retail Bond available in the Customer's Account and authorise the Bank to earmark the aforesaid maximum amount available in the Customer's Account. Once the Retail Bonds has successfully purchased, the Customer's Account will be un-freeze and perform fund transfer as per settlement amount on the next Business Day based on Retail Bond price traded. The Purchase Order shall be automatically void, and the Customer's Account will be un-freeze if the Retail Bond unsuccessfully traded before the stipulated cut-off time within the same Business Day and the Bank shall not be liable for any Losses whatsoever arising thereof.
- 6.5 Any advice or instructions including the Purchase Orders from the Customer received by the Bank after the stipulated cut-off time on any Business Day shall be treated as having been received on the next Business Day. Once the Customer enters or submits the application for any Transaction, the same shall be irrevocable. The execution by the Bank of any Instructions and/or Transaction shall constitute a binding contract and the Customer shall be bound to perform the contract according to its terms.

- 6.6. Application for each Transaction unless otherwise stated, must be made, in the case of individuals, in the full name of the Customer appearing in its identity card or in the case of a foreigner residing in Malaysia, a passport.
- 6.7. The Bank reserves the right to accept or reject any application for a Transaction or to accept any application for a Transaction in part only, without assigning any reason therefore, and no enquiry and/or dispute on the decision of the Bank will be entertained. However, the Bank will notify the Customer after the rejection of the Transaction.
- 6.8. The Bank reserves the right at its sole and absolute discretion to reject any application for a secondary market Transaction in Retail Bonds submitted on a coupon payment date or redemption payment date of the Bonds.
- 6.9. In addition to section 2.3, the Customer further acknowledges that:
 - i. the Customer is entering into the Transaction as principal for the Retail Bond in standard lot and the Bank's authorized Bond Dealer will be entering into the Transaction on behalf of the Customer as principal for the Retail Bond in odd lot;
 - ii. neither the Bank nor any of its employees, agents or authorized Bond Dealer are acting as a fiduciary for it.

7. Successful / Unsuccessful Transaction:

- 7.1. In the event that the Customer does not own sufficient Retail Bonds which the Customer has contracted to sell, the Bank reserves the right to exercise the discretion to buy-in any Retail Bonds and/or to recover losses and penalty charges if any, from the Customer in accordance with market practice.
- 7.2. For unsuccessful applications of Retail Bonds, the earmarked amount shall be unfroze on the next business day.
- 7.3. Save and except where it is caused by the Bank's gross negligence or wilful misconduct, any losses, costs, charges and expenses incurred and/or suffered by the Bank in connection with or arising from the Investment Services shall be borne by the Customer and the Bank shall be entitled by giving notice to the Customer to debit such losses, costs, charges and expenses from the Customer's account from which monies were debited or credited, as the case may be, for the purchase or sale of the Retail Bonds or such other account(s) of the Customer with the Bank. The sales proceeds of the Retail Bonds which shall be without interest, will be credited into the Customer's account from which monies were debited for the purchase of the Retail Bonds or such other accounts of the Customer with the Bank.
- 7.4. The Customer undertakes to pay all commissions and charges, as may be determined by the Bank from time to time by giving notice to the Customer, in respect of all Transactions, including but not limited to charges payable in relation to the Customer's custodian arrangements with the Bank, in performing or executing the Customer's instructions. In addition, any sales and services tax (SST) or other similar taxes which are now or hereafter applicable or required by law to be paid on or in respect of any sums payable to the Bank or any costs and expenses incurred by the Bank shall (except to the extent prohibited by the law) be borne or payable by the Customer to the Bank.
- 7.5. Where the expression "the Customer" consists of more than one person, their liability to the Bank shall be joint and several. All communications sent to any one of them shall be deemed to be sufficient notification to all of them.

8. Holding of Investments

- 8.1. Retail Bonds subscribed by the Bank in accordance with the Customer's request will be held by and in the name of the Nominees. Therefore, the Customer expressly acknowledge that his name(s) or interest in any of the Retail Bonds subscribed will not be reflected in any records of the Bond Issuer and Custodian concerned. The Customer's subscription to the Retail Bond will be reflected in the Investment Portfolio Account.

- 8.2. The Retail Bond holding will be transferred to/from custodian on the settlement date. However, the Retail Bond holding in the Customer's Investment Portfolio Account will be updated one Business Day after the settlement date which is NOT the same day with the fund debited/credited to the Customer's Account.
- 8.3. The Bank shall be entitled, and shall be entitled to authorise the Nominee to appoint, without the consent or authority of the Customer, any bank, trust company or member company of any securities exchange to act as:
- a sub-nominee to hold and/or be the registered owner of any of the Retail Bond purchased by the Bank pursuant to the request for the Transaction by the Customer; and/or
 - an administrator to assist in the performance of any obligation imposed by these Terms and Conditions on such terms as the Bank may, in its absolute discretion, consider appropriate provided always that if the Bank and/or the Nominee has exercised reasonable care and skill in the appointment of such bank, trust company or member company of any securities exchange, the Bank shall not be liable or responsible for any act or omission of the same in connection with any of the Retail Bonds.

9. Custody of the Bonds/Securities

- 9.1. The Bank's authorised Bond Dealer is hereby irrevocably authorised by the Customer to appoint a Custodian for any period to hold:
- monies of the Customer and/or
 - the Securities subscribed for or purchased on behalf of the Customer and for purposes as authorized by the Customer and thus the Securities will be registered under the Custodian's name.
- As long as the Bank's authorised Bond Dealer exercises good faith and uses reasonable care in the selection and continued appointment of the Custodian, the Bank shall have no responsibility for or obligation in respect of the performance by the Custodian of any of the duties delegated to it by the Bank in relation to the Account or any Security held by the Custodian on behalf of the Customer. Any action that may be taken by the Customer to enforce his rights, in relation to his Retail Bonds held under the Custodian's name, shall be directed to the Custodian. The Bank shall not be liable for any Loss suffered or incurred by the Customer arising from the insolvency of the Custodian or any act or omission of the Custodian.
- 9.2. The Customer agrees and acknowledges that the Securities received or held outside Malaysia are subject to laws and/or regulations of the applicable foreign jurisdiction and may not be subject to the same level of protection as that conferred on client assets received or held in Malaysia.
- 9.3. The Customer acknowledges and consents to the fact that any Securities and cash belonging to the Customer held with the Custodian or the Bank may be held together with securities and cash held for other customer of the Custodian or the Bank on an aggregate or omnibus basis (where it is not prohibited by law). The Customer understands that Securities and cash held on an aggregate or omnibus basis may not be specifically identifiable by separate certificates, other physical documents or equivalent electronic records and that the Customer shall not have any right to any specific Security or cash held by the Bank or the Custodian but will be entitled, subject to the provisions in these terms and conditions, to delivery by the Bank or the Custodian of Securities of the same class, denomination and nominal amount and which rank pari passu with those accepted and held by the Bank or the Custodian for the Customer, subject always to any corporate actions (mergers or subdivisions, capital re-organisation, etc) which may have occurred. The Bank shall keep and maintain records of the respective Customer's interest in any Securities and cash which have been held on an aggregate or omnibus basis.

10. Sell Order Proceeds Payment from Retail Bonds

- 10.1. Upon a request by the Customer to sell the bonds prior to its maturity ("Sell Order"), in such form or manner as may be prescribed by the Bank, the Bank will act as agent for the Customer, apply to the authorized Bond Dealer concerned for the Sell Order which the Customer wishes to sell.
- 10.2. Upon receipt of the sales proceeds from the Sell Order, Retail Bond Coupon or Retail Bond Maturity pay out from the Bond Dealer concerned, the Bank shall credit such proceed or pay out into the Customer's Settlement Account. In the event the Bank is unable to credit such proceed or pay out into the Customer's Settlement Account as instructed by the Customer for any reason whatsoever, the Bank shall have the right at its absolute discretion, to credit such proceed or pay out into another account of the Customer opened and maintained with the Bank or pay in the form of a cheque or any other manner as the Bank deems fit without prior notice

to the Customer. The Bank shall be entitled to charge a fee in respect of the issuing of such cheque on the Customer.

- 10.3. Whilst the Bank will use its best endeavour to expedite an application for Sell Order following such request by the Customer, the Bank shall not be responsible or liable for any Losses whatsoever which the Customer may suffer or incur as a result of any failure by the Bank to make the application within five (5) Business Days unless due to the Bank's gross negligence or wilful default..
- 10.4. The Customer acknowledges that redemption proceeds are paid to the Bank by the custodian concerned and that the Bank cannot be responsible or liable for any losses whatsoever which the Customer may suffer or incur as a result of any failure by the custodian concerned to pay the redemption proceeds to the Bank within any particular period of time.
- 10.5. Redemption proceeds from the Sell Order, Retail Bond Coupon or Retail Bond Maturity pay out from Foreign Currency Bonds will be payable in foreign currency. The Customer shall pay any charges incurred from the telegraphic transfer (T/T) of such proceed and to be received in Net Amount.

11. Transfer of Investments

- 11.1. Subject to the rules and/or procedures (including any amendment, variation or supplement) as the Bank may impose from time to time or at any time, the Customer shall be entitled to request that any Retail Bond purchased for on behalf of the Customer by the Bank be transferred to the account of another customer of the Bank.

12. Transaction Records

- 12.1. In respect of all transactions made in connection with the Retail Bond, the Bank shall have the discretion to round up or to round down the prices of the Retail Bond as the Bank deem fit.
- 12.2. The Bank will give to the Customer a Transaction Record showing:
 - a. The amount of Retail Bonds purchased and added to the Investment Account, if any;
 - b. The amount of Retail Bonds sold/redeemed and deducted from the Investment Account, if any;
 - c. The amount of Retail Bonds transferred to or from the Investment Account, if any; and
 - d. The amount of any Coupon and/or Maturity payment from Bond Issuer.
- 12.3. The Customer shall examine the transaction record and the confirmation advices and notify the Bank of any errors, irregularities, discrepancies, claims and/or unauthorized debits or items whether made, processed or paid as a result of forgery, fraud, lack of authority, negligence or otherwise by any persons whatsoever.
- 12.4. Save for any manifest error, all Investment Account balances shown in a Transaction Record or confirmation advice will be considered correct unless the Bank is notified in writing of any discrepancy within fourteen (14) days of deemed receipt of the Transaction Record and confirmation advices.
- 12.5. The Bank shall have the right to change the Transaction Record or confirmation advice if it is necessary for the Bank to correct any incorrect or missing entries.

13. Specific Terms Governing Odd Lot Transactions

- 13.1. In relation to Odd Lot Transactions, only a selected list of Retail Bonds is made available for such transactions and the Bank reserves the right to amend the list of Retail Bonds from time to time.
- 13.2. Dealing as Principal:
 - a. As the contract sizes for Odd Lot Transactions are below its Intended Denomination, these Transactions may be incapable to be traded on the open market. Therefore, the Customer hereby agrees that the Bank's authorized Bond Dealer to deal as Principal for all Odd Lot Transactions, unless otherwise informed.
 - b. While the Bank's authorized Bond Dealer commits to facilitate Odd Lot Transactions at all times, the authorized Bond Dealer is not obliged by any applicable laws to do so.
- 13.3. Transfer of Custody: Due to the minimum denomination requirement of clearing systems, securities held in quantities below its Intended Denomination may NOT be transferred out from the Bank's authorized Bond

Dealer appointed custodian's custody.

- 13.4. Rights to Vote: Given that clearing systems or trustees may only recognize votes cast for security held in its Intended Denomination, the Bank's authorized Bond Dealer reserves the right to vote, to give instructions or to give consents (or otherwise), on behalf of the Customer, at any meeting or event as conducted pertaining to the security.
- 13.5. Price:
- Odd Lot trading may have no readily ascertainable market value.
 - In the event that the Bank indicates trading information, (including, but not limited to, bid and ask prices, yields and volume) or deals as principal for Odd Lot Transactions, prices executed for such Transactions and trading information indicated may be inferior to those of the Round Lot trading in the open market
- 13.6. Amalgamation: Upon settlement, all Odd Lot securities will amalgamate with existing holdings of the same fixed income security.

14. Fee and Charges

- 14.1 In using the Investment Services, the Customer expressly acknowledges that it is aware that there may be fees and charges imposed by the Bond Dealer and/or the Custodian's concerned in respect of the Retail Bonds sought to be purchased, redeemed or transferred and the Customer expressly agrees and authorises the Bank to debit from the Customer's Account for such fees and charges. The Customer acknowledges that the respective Bond Dealer and/or Custodian may at its absolute discretion vary the fees and charges imposed on the Customer and agrees that the Bank shall not be held liable for any Losses that the Customer may incurred or sustained as a result of or arising from such variation.
- 14.2 In the case of redemptions and/or coupon and/or maturity pay out, the proceeds credited into the Customer's Account shall be net of such fees and charges; if any.
- 14.3 In. In respect of any service not expressly mentioned herein provided by the Bank in connection with the Investment Services which the Bank considers exceptional in nature, the Customer agrees to pay to the Bank such amount as may be agreed between the Bank and the Customer from time to time.
- 14.4 The Bank shall also be entitled to impose and deduct from the Customer's Account any costs and expenses, including but not limited to legal expenses (on a solicitors and client basis), interest, stamp duty, commissions and taxes which may be incurred by the Bank in connection with the Investment Account and Investment Services.
- 14.5 The Bank shall use its best endeavor to notify the Customer in the event the Bank's authorized Bond Dealer and/or the Bond Dealer's appointed Custodian vary the fees and charges imposed by them.
- 14.6 The Customer agrees that the Bank may receive fees or commissions from any person in connection with any provision of the Investment Service and that the Bank is entitled to retain such fees and commissions for itself.

15. Joint Account

- 15.1 Where the Investment Account is in joint names, the following provisions shall apply: -
- In the event where operation mode was either joint holders to instruct, in the event of death of any or either of the joint account holder, the Bank and the Nominee shall recognise the surviving person or persons as the only person or persons having any title, right or interest to and in the Retail Bond; and
 - In the event where operation mode was both joint holders to instruct, the Bank shall be entitled to suspend the Investment Account and the Investment Services in any of the following events: -
 - the death of any of the joint account holder;
 - an act of bankruptcy has been committed by any of the joint account holder;
 - a bankruptcy petition has been filed against any of the joint account holder
 - Upon the Bank's receipt of a certified medical report that any of the joint account holder is of unsound mind,
 - Definition of the 'resident' status based on Foreign Exchange Administration Rules (FEA Rules) will be defined as 'resident' if one of the account holders meet the criteria as a resident.

- d. If the Bank is in doubt of any instructions given by any one or more of the account holders in relation to the operation of the Investment Account, the Bank shall be entitled to request for a written confirmation from all of the account holders before carrying out such instructions.
- e. All joint account holders shall be jointly and severally liable for all transactions arising from such instructions. If the Bank receives contradictory instructions, the Bank may choose to act only on the mandate of all the joint account holders and shall not be responsible or liable for any Losses whatsoever caused by the Bank's refusal to act without such mandate.

16. Corporate Action

- 16.1 The Bank shall use its best effort basis to notify the Customer in the event of the Corporate Action (in any) that required a response from the Customer. The Bank will compile the response from the Customer and update the Custodian within the deadline given.
- 16.2 For Retail Bonds in Odd Lot, the Bank's authorized Bond Dealer reserves the right to vote, to give instructions or to give consents (or otherwise), on behalf of the Customer, at any meeting or event as conducted pertaining to the security given that clearing systems or trustees may only recognize votes cast for security held in its Intended Denomination
- 16.3 In connection therewith, the Bank shall not be obliged to inform the Customer of any Corporate Action which may be convened in respect of any Retail Bond investment of which are held by the Customer as Retail Bond; but the Bank shall not be required to seek instructions from the Customer in respect of any matter or vote proposed to be discussed or taken at any such action.

17. Notices

- 17.1 The Bank may give any notices to the Customer through the following modes: -
 - a. by ordinary post, registered post or courier or by personal delivery at the Customer's last known address and shall be deemed received by the Customer on the 5th day from the date of posting if sent by ordinary post or registered post and on the 2nd day from the day it was sent by courier or at the time of delivery if sent by personal delivery; or
 - b. by general notice in one major national newspaper or posted at the Bank's premises or by electronic transmission (including via facsimile, mobile phones, other devices or the internet) or by posting at the Bank's website or other terminals under the control of the Bank and the notice shall be deemed duly delivered and received by the Customer and shall be deemed effective from the date of the notice
- 17.2 Any notices (excluding instructions in respect of the operation of the Investment Account) from the Customer to the Bank shall be sent to the branch of the Bank at which the Investment Account is maintained, by ordinary post, registered post or courier or by personal delivery at the said branch of the Bank and shall be deemed duly delivered and received by the Bank upon acknowledged receipt of the notice by the Bank.

18. Suspension and Termination

- 18.1 The Bank shall at any time be entitled to, at its absolute discretion, (i) refrain from effecting or carrying out any transaction; or (ii) suspend the operation of the Investment Account or the Investment Services, or (iii) to close or terminate the Investment Account, (iv) terminate the Investment Services, without any liability, in any of the following events:-
 - a. the Customer fails to comply with any of these Terms and Conditions;
 - b. the information or documents provided to the Bank are false and/or incorrect and/or have been tampered and/or involved misrepresentation of identity
 - c. an act of bankruptcy has been committed by the Customer;
 - d. any representation or warranty made by the Customer to the Bank is incorrect or misleading;
 - e. the Customer fails to pay the Bank any amount due to the Bank;
 - f. a winding up or bankruptcy petition is presented against the Customer;
 - g. if an event of default occurs under any other agreements between the Bank and the Customer;
 - h. the Customer dies or becomes mentally unsound;
 - i. the Customer's Investment Account is suspected to have been misused or any fraudulent transaction is suspected to have been carried out in respect of the Customer's Investment Account;

- j. in accordance with any guidelines or rules of Bank Negara Malaysia or anybody/association/regulator authority or the Bank as the Bank deems fit;
- k. if in the Bank's opinion, the Customer do not comply with any applicable laws;
- l. if an investigation by the police, authorities or regulators is pending, on-going threatened against the Customer;
- m. if the Customer has been charged or convicted for any criminal offences or have any criminal records;
- n. if any report has been lodged against the Customer under the Anti-Money Laundering, Anti-Terrorism Financing Act and Proceeds of Unlawful Activities Act 2001 or other similar legislation;
- o. if the Customer's whereabouts are unknown to the Bank;
- p. in accordance with any Court Order.

18.2 The Investment Account may be closed by the Customer by giving a written notice to the Bank.

19. Indemnity

- 19.1. Unless caused by the Bank's and/or the Nominee's gross negligence or wilful default, the Customer hereby agrees to indemnify and hold harmless the Bank, the Nominee and/or its/their respective staff and agents in respect of any Losses which may be incurred or suffered by the Bank, the Nominee and/or its/their respective staff and agents arising out of, or in connection with, the Bank's performance of the agreement set out in these Terms and Conditions and in the course of the services rendered by them at any time or from any cause whatsoever, the operation of the Customer's Account and the Customer's Investment Account and the enforcement of these Terms and Conditions.
- 19.2. The Customer shall not hold the Bank, the Nominee or their respective staff and agents liable for Losses caused directly or indirectly by Force Majeure.

20. Risks

- 20.1 The Customer acknowledges that the Retail Bonds are subject to investment and market risks, including possible loss of the principal amount invested. The Retail Bonds are not bank deposits and are not endorsed or guaranteed by and do not constitute obligations of the Bank or any of its affiliates or subsidiaries. The Customer represents and warrants that he understands and is fully aware of the risks involved in investing in the Retail Bonds and that the Customer will obtain from either the Bank or the relevant Bond Issuer of the Retail Bond the up-to-date versions of the Bond Documents or any materials supplied by the relevant parties that might exist on the date of the Transaction and the date of the instructions given by the Customer to the Bank. The Customer(s) acknowledges and agrees that the Bank shall have no liability or responsibility whatsoever to the Customer(s) for any errors, misstatement or omission in any Bond Documents or materials prepared by or issued by any Bond Issuer.
- 20.2 The Bank accepts no responsibility and liability to the Customer for giving any recommendation to the Customer as to whether to invest or not to invest in any Retail Bond or in connection with the performance of the Retail Bond. The past performance of any Retail Bond is not a guarantee of its future performance and the value of any Retail Bond and its credit rating or the coupons from them, if any is declared, may go down as well as up. The Customer acknowledges the desirability of seeking independent financial or professional advice with respect to any dealing in Retail Bonds investments or investment opportunities. The Customer acknowledges that any dealings in the Retail Bond or investment is solely and exclusively at the Customer's own risk based on the Customer's own judgement and after the Customer's own independent appraisal and investigation into the risks associated with such dealings or otherwise. Nothing in the Bank's brochures, marketing materials or investment reports will be construed as investment advice or recommendation or opinion on the relevant Retail Bond or investment.
- 20.3 The Customer agrees that the Bank is under no obligation whatsoever to the Customer for any payment of returns including but not limited to the principal sum and the Customer has no recourse against the Bank in any event whatsoever for any payment of return on the Retail Bonds.
- 20.4 The Bank shall be under no duty to take any action other than as specified in these Terms and Conditions. The Bank shall be entitled to receive and to act, or procure the Nominee to act, upon any advice of counsel and shall be without liability for any action taken or thing done in good faith in reliance upon such advice.

20.5 The Customer acknowledges that the Bank merely act as a third-party distributor for Retail Bonds, which are issued by the respective Bond Issuers and custody by Bond Dealer's appointed Custodian. The Bank has entered an arrangement with an investment services platform for the purpose of on boarding various Retail Bonds in Malaysia. The Customer agrees that the Bank shall have no liability or responsibility whatsoever to the Customer for any act, omission, failure or negligence of the investment services platform, Bond Issuers, or the Custodian.

21. Non-Exclusivity

21.1 The services provided by the Bank (and/or by the Nominee on behalf of the Bank) to the Customer under these Terms and Conditions are non-exclusive and Bank and/or the Nominee in its/their absolute discretion deem fit and neither the Bank nor the Nominee shall be liable or under any obligation:

- a. to account to the Customer for any benefit received by the Bank and/or the Nominee for providing such services to others; or
- b. to disclose to the Customer any fact or thing which may come to their notice of the Bank, the Nominee and/or its/their respective staff and agents in the course of providing such services to others.

22. Customer Representative and Warranties

22.1. The Customer (and if the Customer is more than one individual, each of such individuals) hereby represents and warrants to the Bank as follows:-

- a. the Customer has the power and authority to accept these Terms and Conditions;
- b. the Customer is not nor will it, by accepting these Terms and Conditions, be in violation of the provisions of any law, regulation, order or decree of any governmental authority or agency to which the Customer is subject or any other contract, undertaking or agreement binding on the Customer, its assets or to which the Customer is subject;
- c. no litigation, arbitration or administrative proceedings is currently taking place or threatened against the Customer
- d. the Customer is not relying on any advice (whether oral or written) of the Bank regarding any transaction or the Investment Services, and the Bank is not acting as fiduciary or advisor to the Customer in connection with any transaction or the Investment Services.
- e. that the source of funds used in the Transaction is lawful under the laws and regulations (including any exchange control rules and regulations) of the jurisdiction binding upon or applicable to the Customer, is not in contravention of any anti money laundering rules and the Customer will take all necessary actions to ensure that all such laws and regulations will not be contravened and will be complied with at all times.
- f. The Customer agrees that the above representation and warranties shall be deemed repeated on each day the Customer enters into a Transaction or accepts the provision of the Investment Services or otherwise provides an instruction to the Bank and shall continue for so long as the Customer maintains the Investment Account with the Bank.

23. Customer Undertakings

23.1 The Customer undertakes with the Bank as follows: -

- a. to do all acts and sign all documents as the Bank may consider necessary to give effect to these Terms and Conditions;
- b. to furnish to the Bank promptly such information as the Bank may request from time to time.

23.2 Pending the Bank's receipt of the information from the Customer and until such information has been verified to the Bank's satisfaction, the Bank is not obliged to proceed with any Transaction or account opening. The Bank shall not be liable for any Losses arising from any delay or failure to process any Transactions due to inadequate information and/or documentation provided by the Customer.

24. Disclosure of Customer Information and Personal Data under the FINANCIAL SERVICES ACT 2013("FSA") and the PERSONAL DATA PROTECTION ACT 2010("PDPA")

24.1. Subject to the FSA and PDPA, the Customer consents and authorises the Bank to collect, process, disclose, transfer, maintain, store and retain its personal data to other entities within the BOC Group (as defined below) including its branches in Malaysia and other countries, its local and overseas subsidiaries and other external parties, including but not limited to the parties or bodies listed in clause 24.7 below.

- 24.2. The Customer shall read, understand, and agree to be bound by the Privacy Notice issued by the Bank (which is available at all the Bank's branches as well as the Bank's website at www.bankofchina.com/my/en).
- 24.3. The Customer shall agree and authorize the disclosure of his personal information to the Bank, Bank of China group of companies and / or any third party for marketing and for promotional purposes. The Customer noted that if he wishes to opt-out from the sharing of his personal data with the Bank, Bank of China group of companies and / or any third parties for marketing and promotional purposes, he is required to walk in to any branches of the Bank or email scanned copy of signed opt-out letter to register his instruction with written notice to opt-out of the said sharing and a copy of the standard written notice can be collected over the counter of any branches of the Bank.
- 24.4. For the avoidance of doubt, the Customer agrees that the said Privacy Notice shall be deemed to be incorporated into and be read together with these Terms and Conditions.
- 24.5. In the event the Customer provides personal and/or financial information relating to third parties, including information relating to their next-of-kin and dependents (for individual) for the purpose of opening or operating the accounts/facility with the Bank or otherwise subscribing to the Bank's products and services, the Customer confirms:-
- their consent has been obtained and/or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with these Terms and Conditions;
 - agrees to ensure that the personal and financial information of the said third parties is/are accurate; and
 - agrees to update the Bank in writing in the event of any material changes to the said personal and financial information.
- 24.6. Where the Customer instructs the Bank to effect any sort of cross-border transactions (including to make or receive payments), the details relevant to the cross border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be assessable (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or its agents to enter any cross-border transaction on the Customer's behalf, the Customer agrees to the above said disclosures on its behalf and others involved in the said cross-border transaction.
- 24.7. The Customer consents and agrees to the Bank conducting credit checks and verification of information given by the Customer in its application to open the Investment Account or application for the subscription of the Investment Services, with any credit bureaus and/ or corporation set up for the purpose of collecting and providing credit or other information. The Customer also consents to the Bank's disclosure of its financial condition, details of the account, account relationship with the Bank, including credit balances to: -
- The government or regulatory authorities in Malaysia and elsewhere, including but not limited to Bank Negara Malaysia, Credit Bureau, Central Credit Reference Information System (CCRIS), Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad;
 - affiliates of the Bank;
 - companies which are related to the Bank by virtue of Section 7 of the Companies' Act 2016, or any associated company of the Bank or its parent company, whether within or outside of Malaysia (the Bank together with its related or associated companies are collectively referred to as "BOC Group");
 - party(ies) providing services (including outsourcing vendors, lawyers, nominees, custodians, centralised securities depository or registrar, debt collection agents) to the Bank, whether within or outside of Malaysia;
 - the Bank's agents, consultants and professional advisers;
 - the Bank's or any of BOC Group's assignees;
 - the police or any investigating officer conducting any investigations; and
 - any person to whom disclosure is permitted or required by any law, regulation, governmental directive.
- 24.8. The Bank may, subject to compliance with the applicable regulatory rules or guidelines, use or apply any information relating to the Customer which are collected, compiled, or obtained by the Bank through or by whatever means and methods for such purposes as determined by the Bank.

24.9. The Customer declares that all personal information and data provided to the Bank in relation to the Customer's application for the Investment Account and Investment Services are true, accurate and are up to date and should there be any changes to any personal information or data set forth herein, the Customer shall notify the Bank immediately in writing.

25. Lien

25.1 The Bank shall have a first and general lien on all Retail Bonds held for any amounts properly due from the Customer to the Bank. The Bank shall have the right, and is authorized to the fullest extent permitted by law, after giving the Customer seven (7) days' notice, to set-off and appropriate and apply any credit balance on the Customer's Account (whether subject to notice or not and whether matured or not) against any amount properly due from the Customer to the Bank.

25.2 The Bank shall have the right to earmark or place a hold on the monies standing to the credit of the Customer's Account upon issuance of the notice referred to in clause 25.1.

26. Right to Set-Off

26.1. Without prejudice to and in addition to any remedy to set off which the Bank may have under the laws of other relevant jurisdictions, the Bank reserves the right to, after giving the Customer seven (7) days' notice, combine or consolidate any or all accounts maintained by the Customer with the Bank and/or the BOC Group (whether in Ringgit Malaysia or in any other currency) and to set off or transfer any sums standing to the credit of any such account including joint account in or towards satisfaction of any or all liabilities to the Bank and/or the BOC Group (whether in Ringgit Malaysia or in any other currency).

26.2. The Bank shall have the right to earmark or place a hold on the monies standing to the credit of all or any of the Customer's said accounts upon issuance of the notice referred to in clause 26.1.

26.3. In the event the currency of the sums standing in credit of such accounts are different from that due and owing to the Bank and/or BOC Group, the Bank is authorized by the Customer to effect any such combination, consolidation, set off or transfer with the necessary conversions at the Bank's prevailing exchange rates which shall be determined by the Bank and/or any of the BOC Group at its sole discretion.

27. Successor Bound

27.1 The Terms and Conditions herein shall be binding upon the heirs, liquidators, receivers, representatives, and successor in title of the Customer and are enforceable by the successors-in-title and assigns of the Bank.

28. Assignment

28.1 The Customer shall not assign any of its rights and interest in the Investment Account or Investment Services to any party without the prior written consent of the Bank. The Customer's obligations and liabilities herein shall remain applicable notwithstanding any changes in the constitution of the Bank by way of amalgamation, reconstruction or otherwise.

28.2 The Bank shall have the right to transfer all its rights and obligations under these Terms and Conditions to any person at the Bank's discretion.

29. Severability and Waiver

29.1 If any Terms and Conditions are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be affected.

29.2 Any waiver or indulgence granted shall not prevent the Bank from enforcing the other parts of the Terms and Conditions. The rights and remedies provided by law are not excluded by these Terms and Conditions.

30. Conclusive Certificate

30.1. The certificate of the Bank as to any amount due from the Customer to the Bank shall in the absence of manifest error, be conclusive evidence that such amount is in fact due.

31. General

31.1. The availability of the Investment Services as well as the Terms and Conditions herein are subject to the rules, regulations and guidelines issued and/or to be issued from time to time by Bank Negara Malaysia, the Association of Banks in Malaysia and other relevant bodies and authorities, whether or not such rules, regulations and guidelines have the force of laws.

31.2. If there are any discrepancies between the English, Mandarin and Bahasa versions of these Terms and Conditions, the English version should prevail.

32. Governing Law

32.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. The Customer irrevocably submits to the non-exclusive jurisdiction of the Courts in Malaysia.

33. Other Terms and Conditions

33.1. No Transaction made or entered by the Customer with the Bank shall be assigned, transferred, or novated by the Customer without the Bank's consent in writing.

33.2. Subject to Customer's express instruction (if any) restricting disclosure, the Customer's personal data, account details and relationship with the Bank ("Information") will be disclosed to persons or bodies to whom the Bank is legally required or permitted by law to disclose or is approved in writing by Bank Negara Malaysia to disclose or is now or hereafter permitted in writing by the Customer to disclose.

33.3. Without limiting clause 29.3, the Customer expressly consents to the disclosure of the Information to the parties Bank's data processors or service providers, both within and for the purposes set out below:

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

- 33.4. The Customer consent to the Bank's disclosure of the Customer's personal data (limited to the Customer's name and contact details) to organizations (in and outside Malaysia) which are in an arrangement or alliance with the Bank, for the purpose of direct marketing of these organisations' products and services. The Customer may at any time withdraw his/her/their consent for direct marketing of such products or services by written request to the Bank.
- 33.5. The Customer acknowledges having read the Bank's Privacy Policy posted at the Bank's website which notified the Customer that
- The Bank may collect the Customer's personal data directly from the Customer or from third party sources
 - Purpose for which the Customer's personal data is collected;
 - The Customer's right to access the Customer's personal data and correct it;
 - The class of third parties to whom the Bank may disclose the Customer's personal data;
 - The choices and means for limiting the processing of the Customer's personal data;
 - Whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data;
 - That the Customer must update his/her/their personal data as soon as there are changes; and
 - The Bank's contact details if the Customer wishes to make inquiries or give feedback
- 33.6. The BOC Group may have banking or other commercial relationships with the issuer of the Retail Bonds and may engage in proprietary trading in the Retail Bonds, securities or financial instruments relating to such Retail Bonds trading that are deemed appropriate in their sole discretion to manage their market risk on any transactions relating to the Retail Bonds), and that such trading may affect the price of the Retail Bonds.
- 33.7. The Customer hereby undertakes to indemnify the Bank against all proceedings, actions, claims, demands, damages, losses, liabilities, costs and expenses howsoever incurred by the Bank or taken or made against the Bank (other than an action by the Customer) by reason of or arising from or out of or in connection with the Bank's performance or carrying out or execution of any instructions given by the Customer under these Terms and Conditions or the Bank's acting for and on the Customer's behalf in all or any of the matters aforesaid or arising from any misleading, untrue, incomplete, inaccurate or erroneous information provided to the Bank and shall on demand pay to the Bank all costs and expenses incurred on a full indemnity basis including solicitor and client costs in relation thereto or in enforcing the indemnity.
- 33.8. The Bank shall have the right to terminate or suspend the Investment Services, wholly or in part, at its discretion without giving any reasons therefor by giving prior notice to the Customer. Any termination or suspension of the Investment Services shall not affect the rights and obligations of any party as to instructions given or Transactions entered into or concluded prior to such termination or suspension. The Customer shall not be entitled to make any compensation against the Bank for any and Losses suffered or incurred by the Customer as a result of or arising from such termination or suspension of the Investment Services by the Bank.
- 33.9. Without limiting any of the Bank's rights, the Bank shall be entitled by giving 21 days' written notice to the Customer to amend, add to, vary or introduce new terms in these Terms and Conditions from time to time. The Bank may, at its discretion, give such notification to the Customer (i) in the statements delivered to the Customer; (ii) at the Bank's branches or ATMs; (iii) on the Bank's website; (iv) by electronic mail or letter; (v) in any newspapers; or (vi) such other means of communication as the Bank may determine in its absolute discretion. If the Customer continues to enter Transactions with the Bank or continues to custodies Bonds with the Bank's authorised Custodian, the Customer shall be deemed to have agreed to all the amendments and variations to this Agreement without reservation.
- 33.10. The Transactions with the Bank shall be governed by these Terms and Conditions, the Bank's Rules Governing the Operations of Scripless Securities Trading Systems and the Rules on Scripless Securities under RENTAS System and if there is any conflict between these Terms and Conditions and the rules, these Terms and Conditions shall prevail.

34. Complaints

- 34.1. Complaints may be lodged:-

- (i) by completing and submitting the complaint form at any of the Bank's branches; or
 - (ii) by e-mail to service.my@bankofchina.com; or
 - (iii) by writing to the Bank's official correspondence address at Bank of China (Malaysia) Berhad, 2nd Floor, Plaza OSK, 25, Jalan Ampang, 50450 Kuala Lumpur; or
 - (iv) by calling the Bank's Customer Service Hotline at 03-2059 5566.
- 34.2. In relation to complaints regarding a monetary dispute not exceeding RM250,000.00 against a distributor or consultant of Retail Bonds, you may seek the assistance of the Securities Industry Dispute Resolution Center (SIDREC) which can be contacted at 03-2282 2280 and info@sidrec.com.my. A copy of the SIDREC brochure can be obtained at any of the Bank's Branches.