

## TERMS AND CONDITIONS FOR UNIT TRUST 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 (Registration No. 200001008645 (511251-V)) a licensed bank incorporated in Malaysia under the Companies Act, 1965 and includes its successors in title and assigns.
"BNM"	means Bank Negara Malaysia
"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.
"Customer"	means any person, company, firm or other entity whose application to use the Investment Services has been accepted by the Bank.
"Customer's Account"	means the savings or current account maintained by the Customer at the Bank.
"eWB"	means eWealth Banking, the mobile banking self-service platform for Investment Services excluding cooling-off and transfer.
"Fund"	means any Unit Trust approved by the relevant authorities for offering to the public. Unit Trust funds are govern by respective trust deed.
"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.
"Fund Documents"	means Prospectuses/Information Memorandums, Product Highlight Sheets, annual or other periodic reports or accounts, promotional literature and materials, and statistical information relating to the Investments.
"Investments"	means units in a Fund which may be distributed by the Bank from time to time or at any time.
"Customer's Investment Account"	means the Investment Portfolio Account or MY i Account maintained by the Customer at the Bank to instruct the Bank in performing Investment Service on the Customer's behalf.
"Investment Services"	means the services provided by the Bank in relation to the Investments, including subscription, redemption, switching, cooling-off and/or transfer of units in a Fund.
"Losses"	Includes but not limited to losses, costs (including legal costs on a full indemnity basis) expenses, fines, liabilities, actions, proceedings and claims of any kind.
"Manager"	means and includes the fund management company of any Fund.
"Nominee"	means the Bank 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.
"Prospectus/Information Memorandum"	means the document containing all the Fund details as required by law.
"PHS"	means Product Highlight Sheet which summarizes the content of the Prospectus/Information Memorandum as required by law. PHS must be read together with the Prospectus/Information Memorandum.
"Terms and Conditions"	includes such terms and conditions as may be amended by the Bank at any time and from time to time as provided for herein.
"Transaction Record"	means the periodic statement given by the Bank to the Customer in respect of the Customer's Investment Account.
"UTMC"	means the unit trust management company managing the Fund.

- 1.2 Unless the context otherwise requires, in these Terms and Conditions 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 is desirous to subscribe, hold, redeem, cool-off and/or transfer units in a Fund that is distributed by the Bank. The Bank will acts on the instruction given 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 reserves its right to reject the Investment Services requested by the Customer.
- 2.2 By subscribing to the Investment Services, Customers agree to be bound by the Terms and Conditions, including any amendment, variation or supplement made by the Bank from time to time.
- 2.3 Any application to subscribe the Investment Services by the Customer shall be made:  
a) by completing and signing on the application form prescribed by the Bank via the Bank's licensed staff; or  
b) via eWB; or  
c) any other relevant form or manner as prescribe 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.
- 2.4 The Customer hereby acknowledges and understands that:  
a. Unit trust schemes are not insured by Perbadanan Insurans Deposit Malaysia (PIDM);  
b. Any money withdrawn from an insured deposit for the purpose of purchasing any units in a Unit Trust scheme are no longer protected by PIDM; and  
c. Unit trust investments are not covered by the compensation fund under Part IV of the Capital Market and Services Act 2007 (CMSA).  
d. Unit trust schemes denominated in Foreign Currency shall comply with Foreign Exchange Policy (FEP).

**3. Information on Investments**

- 3.1 The Bank will make available to the Customer the most recently published editions of Prospectus/Information Memorandum (including supplementary Prospectus/Information Memorandum), PHS, annual and semi-annual reports issued by the Managers of the relevant Funds. The Bank may also make available additional Fund Documents in respect of the Investments, if such documents are issued. These documents can come in physical or electronic format.
- 3.2 The Bank's provision of Investment Services does not constitutes as a recommendation by the Bank. The Customer acknowledges and agrees that the Fund information or the information contained in the Prospectus/Information on Memorandum and the PHS are for reference only and confirms that his investment in the Fund is made based on his own judgement and decision. The Customer further confirms that he has made his own independent assessment or has sought and relied on the advice of his own advisers in respect of the Investment he subscribed and has not relied on any representation which may have been made by the Bank, implied or express. The Bank makes no warranty as to the accuracy of such information and the performance of the Fund and shall not be liable for any potential Losses suffered by the Customer.
- 3.3 All prices given by the Bank in respect of the Investments are indicative only and will not be final and binding.

**4. Subscription of Investments**

- 4.1 Upon a request by the Customer to subscribe Investments, the Bank will act as an agent for the Customer, to apply to the UTMCI concerned for the Investments. This instruction will be acted subject to the sufficient fund in the Customer's Account. The Customer expressly authorises the Bank to debit the Customer's Account with such monies as may be required to purchase the Investments.
- 4.2 Furthermore, the Bank shall have the discretion:  
a. not to process the subscription of the Investments requested by the Customer; or  
b. to process the subscription of the Investments for the Customer for only the amount of Investments as the monies in the Customer's Account are sufficient for.
- 4.3 If the Customer's Account is an overdraft account, the Customer's Account shall be deemed to have sufficient credit up to the limit of the overdraft facility granted by the Bank to the Customer



- 4.4 The Customer acknowledges that the UTMC concerned has the discretion to accept or reject any application for the subscription of the Investments by the Customer, whether in whole or in part, and that the Bank cannot be responsible or liable in respect of any Losses whatsoever which the Customer may suffer or incur as a result of any failure to subscribe, whether in whole or in part, the Investments requested.
- 4.5 The Customer acknowledges that any application for the subscription of the Investments made to a UTMC will be made in the name of the Nominee.
- 4.6 The Customer acknowledges that any application for Investments made to a UTMC pursuant to a request for Investments will be made in the name of the Nominee.
- 4.7 Whilst the Bank will endeavour to expeditiously make an application for the subscription of the Investments requested 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 three (3) Business Days unless due to the Bank's gross negligence or wilful default.

## **5 Holding of Investments**

- 5.1 All Investments subscribed by the Bank based on the Customer's request will be held by and in the name of the Nominee. The Customer hereby expressly acknowledges that his name or interest in any of the Investments will not be reflected in any records of the UTMC concerned. Customer's investment will be reflected in the Customer's Investment Account.
- 5.2 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. a sub-nominee to hold and/or be the registered owner of any of the Investments purchased by the Bank pursuant to a request for Investments by the Customer; and/or
  - b. 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 Investments.

## **6 Redemption of Investments**

- 6.1 Upon a request by the Customer to redeem his Investments, the Customer shall fill in and submit such form as prescribed by the Bank or submit the redemption request via eWB. The Bank will act as agent for the Customer, to apply to the UTMC concerned for the redemption of the Investments which the Customer wishes to redeem.
- 6.2 Upon receipt of the redemption proceeds from the UTMC concerned, the Bank shall credit such proceed into the Customer's Account. In the event the Bank for whatever reason is unable to credit such proceed into the Customer's Account, 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 the Customer in the form of a cheque or any other manner as the Bank deems fit with 5 Business Days prior notice to the Customer.
- 6.3 Whilst the Bank will endeavour to expedite an application for redemption of Investments following a request for redemption 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 three (3) Business Days unless due to the Bank's gross negligence or wilful default.
- 6.4 The Customer acknowledges that redemption proceeds are paid to the Bank by the UTMC 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 UTMC concerned to pay the redemption proceeds to the Bank within any particular period of time.

**7 Transfer of Investments**

- 7.1 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 Investments subscribed for him by the Bank be transferred to the account of another Customer of the Bank.

**8 Switching of Investments**

- 8.1 Subject to the prevailing policy of the Bank (including any amendment, variation or supplement from time to time), the Customer may request a switching of Investments.
- 8.2 For avoidance of doubt, switching, if permitted under the prevailing policy, shall involve only Investments distributed by the Bank.
- 8.3 The Bank/UTMC may impose switching fee as stated in the Fund's Prospectus/Information Memorandum for any switch carried out at the request of the Customer.

**9 Income from Investments**

- 9.1 Upon receipt of any distributions in respect of the Investments held in the Customer's Investment Account, the Bank shall, automatically reinvest such distributions in the subscription of the same Investments from which the distributions is received.
- 9.2 In the event the Bank is unable to reinvest such distributions in respect of the Investments held in the Customer's Investment Account for whatever reason, the Bank shall credit such distributions into the Customer's Account. In the event the Bank for whatever reason is unable to credit such distributions into the Customer's Account, the Bank shall have the right at its absolute discretion, to pay the Customer in the form of a cheque or any other manner as the Bank deems fit with 5 Business Days prior notice to the Customer.

**10 Transaction Records**

- 10.1 In respect of all transactions made in connection with the Investments, the Bank shall have the discretion to round up or to round down the prices of Investments according to rounding mechanism.
- 10.2 In respect of all transactions made in connection with the Investments, the Bank will, according to the time as may be prescribed by the Bank or any relevant authority give to the Customer a Transaction Record showing:
- a. The amount of Investments subscribed and added to the Customer's Investment Account, if any;
  - b. The amount of Investments redeemed and deducted from the Customer's Investment Account, if any;
  - c. The amount of Investments switched in the Customer's Investment Account, if any;
  - d. The amount of Investments transferred to or from the Customer's Investment Account, if any;
  - e. The amount of any bonus Investments declared and issued by any relevant UTMC and added to the Customer's Investment Account, if any; and
  - f. any "unit split" or "unit merge" declared and effected by any relevant UTMC in respect of any of the Investments in the Customer's Investment Account, if any.
- 10.3 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.
- 10.4 Save for any manifest error, all transaction details 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) Calendar days from the date of the Transaction Record or confirmation advices.
- 10.5 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.

**11 Investment Statement**

- 11.1 The Bank shall provide the Customer an Investment Statement showing the Customer's Investment Account movement of assets once every month or such other time as may be prescribed by the Bank or any relevant authority.
- 11.2 The Customer shall examine the Investment Statement 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.
- 11.3 Save for any manifest error, all Customer's Investment Account assets shown in the Investment Statement will be considered correct unless the Bank is notified in writing of any discrepancy within fourteen (14) Calendar Days from the date of the Investment Statement.
- 11.4 The Bank shall have the right to issue a new Investment Statement if it is necessary for the Bank to correct any incorrect Customer's Investment Account details and the Investment Statement with the latest date prevails.

**12 Cooling-off Right**

- 12.1 The cooling-off right is only applicable once to the Customer who is investing for the first time in Funds that provide cooling-off rights as stated in the respective Fund's Prospectus/Information Memorandum. The cooling-off right is not applicable to any subsequent investment by the same Customer in Funds that provide cooling-off rights with the Bank. If the investment in the Fund is cooled-off, the Customer will receive the refund of the investment amount and service charge paid. The cooling-off period is six (6) Business Days commencing from the date of receipt of the application by the Bank or such other period specified by the relevant authority.

**13 Authority and Instructions**

- 13.1 Any instructions in respect of any matter pertaining to the Investments and the Customer's Investment Account shall be in writing duly signed by the Customer or the person or persons authorized to give such instructions to the Bank in the prescribed form provided by the Bank or via eWB.
- 13.2 In respect of any instruction received in writing by the Bank, the Bank's only duty of verification shall be to ascertain that the signature or signatures appearing on the instructions purport to be that or those of the person or persons authorized to give the instructions. The Bank is not obligated to verify the authenticity of signature or signatures or the identity or identities of the person or persons responsible for the signature or signatures.
- 13.3 In the event the Bank decide to seek verification of the authenticity of any signature or the identity of any person responsible for the signature, such action shall not in any way bind the Bank in respect of any future instruction given by the same Customer.
- 13.4 Instructions shall be treated as having been received by the Bank only when they are approved in the Bank's system; if received after 2:00p.m. or such later time on a Business Day as may be determined by the Bank, instructions shall be deemed to have been received on the following Business Day.
- 13.5 The Bank shall have absolute discretion to refuse to comply with any instruction if:-
- a. in the sole opinion of the Bank, the instruction is unclear or ambiguous or would or might cause the Bank to contravene any law or regulation (whether or not having any legal and binding effect);
  - b. the Bank suspects that the instruction is a fraudulent activity; or
  - c. the Bank has any reason for not acting on the Customer's instructions, which the Bank may but is not obliged to disclosed.
- 13.6 The Bank shall not be liable or responsible for any Losses whatsoever which the Customer may suffer or incur as a result of the Bank's refusal to act in such circumstances.
- 13.7 Instructions given by a Customer to revoke a previous instruction shall be considered validly given only if the previous instruction has not yet been effected by the Bank.



**14 Fees, Charges, Costs and Expenses**

- 14.1 In using the Investment Services, the Customer expressly acknowledges that he is aware that there may be fees and charges imposed by the UTMC's concerned in respect of the Investments sought to be subscribed, redeemed or switched 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 UTMC 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 consideration for the use of the Investment Services (including the switching of Investments) provided by the Bank, the Customer shall pay such fee and charges as may be determined by the Bank, from time to time. The Customer expressly agrees and authorises the Bank to debit from the Customer's Account for such fees and charges. The Customer may refer to the Bank's Service Rate and Tariffs which is available at the Bank's website at <https://www.bankofchina.com.my/m/en-my/service/information/service-rates-and-tariffs.html> for the latest fees and charges.
- 14.3 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) which may be incurred by the Bank in connection with the Customer's Investment Account and Investment Services, and interest, stamp duty, commissions and any applicable taxes as required by law or imposed by the relevant authority from time to time.
- 14.5 The Bank shall also be entitled to seek reimbursement from the Customer in respect of such expenses and disbursements which the Bank may incur in the performance of its obligations hereunder or which the Bank may have to pay to any UTMC in connection with any Investment transaction.
- 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 Customer's Investment Account is in joint names, the following provisions shall apply:-
- 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 Investments;
  - The Bank shall be entitled to suspend the Customer's Investment Account and the Investment Services in any of the following events:-
    - the death of any of the joint accountholder;
    - 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.
  - If the Bank is in doubt of any instructions given by any one or more of the account holder in relation to the operation of the Customer's Investment Account, the Bank shall be entitled to request for a written confirmation from all of the account holders before carrying out such instructions.
  - 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 Tax**

- 16.1 The Customer shall pay for any taxes which is required by law to be paid to anybody or authority having jurisdiction over the Bank, in respect of any fees and charges charged or incurred by the Bank in relation to the Investment Services or any Investment. Any tax incurred by the Bank in relation to the Investment Services shall be borne by and charged to the Customer and in the event that the Bank shall effect payment on behalf of the Customer, the



Customer shall be liable to reimburse the Bank for such amounts paid. All taxes shall be paid at such times and in such manner as requested by the Bank.

- 16.2 The Customer hereby agrees to do all things reasonably requested by the Bank to assist the Bank in complying with its obligations under any applicable legislation under which any tax is imposed.

## **17 Unit Holder's Meetings**

- 17.1 Customer's Investments are held by and in the name of the Nominee and therefore he is not a registered holder of the Investment. As a result, he will not be able to attend the unit holders' meeting. The Bank may or may not attend such meeting and to vote without having required to seek for instruction from the respective Customers.

## **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; (ii) or suspend the operation of the Customer's Investment Account or the Investment Services; (iii) or to close or terminate the Customer's Investment Account; or (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 Customer's 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 Investment Services, 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 Funds are subject to investment and market risks, including possible loss of the principal amount invested. The Funds 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 units and in the Fund and that the Customer will obtain from either the Bank or the relevant UTMC the up-to-date versions of the Prospectus/Information Memorandum or any materials supplied by the relevant UTMC that might exist on the date of the transaction and the date of the instructions given by the Customer to the Bank. The Customer acknowledges and agrees that the Bank shall have no liability or responsibility whatsoever to the Customer for any errors, misstatement or omission in any Prospectus/Information Memorandum or materials prepared by or issued by any UTMC.

- 20.2 The past performance of any Fund is not a guarantee of its future performance and the value of any Fund or the dividends 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 units or Funds or investments or investment opportunities. The Customer acknowledges that any dealings in the Fund 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 Fund 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 Funds.
- 20.4 The Bank shall be under no duty to take any action other than as specified in these Terms and Conditions with respect to any Investments or cash of the Customer held by the Bank and/or the Nominee. 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 Funds, which are managed by the respective UTMC. The Bank has entered into an arrangement with an investment services platform for the purpose of on boarding various Funds 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 or the UTMC.

## **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 the 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:
- to account to the Customer for any benefit received by the Bank and/or the Nominee for providing such services to others; or
  - 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's Representatives and Warranties**

- 22.1 The Customer hereby represents and warrants to the Bank as follows:-
- the Customer has the power and authority to accept these Terms and Conditions;
  - 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;
  - no litigation, arbitration or administrative proceedings is currently taking place or threatened against the Customer
  - 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.
  - that the source of funds used in the Investment 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.

- 22.2 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 Customer's Investment Account with the Bank.

### **23 Customer's Undertakings**

- 23.1 The Customer undertakes with the Bank as follows:-
- (a) to do all acts and/or 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 to the parties or bodies listed in clause 25.6 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](http://www.bankofchina.com/my/en)).
- 24.3 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.
- 24.4 In the event the Customer provides personal and/or financial information relating to 3rd parties, including information relating to their next-of-kin and dependents (for individual) or information relating to directors, shareholders, officers, individual guarantors and security providers (for corporation), 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:-
- a) their consent have 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;
  - b) agrees to ensure that the personal and financial information of the said 3rd parties is/are accurate; and
  - c) agrees to update the Bank in writing in the event of any material changes to the said personal and financial information.
- 24.5 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 into 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.
- 24.6 The Customer consents and agrees to the Bank conducting verification of information given by the Customer in its application to open the Customer's Investment Account or application for 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:-



- a) government or regulatory authorities in Malaysia and elsewhere, including but not limited to Bank Negara Malaysia;;
- b) affiliates of the Bank;
- c) 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");
- d) 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;
- e) the Bank's agents, consultants and professional advisers;
- f) the Bank's or any of BOC Group's assignees;
- g) the police or any investigating officer conducting any investigations; and
- h) any person to whom disclosure is permitted or required by any law, regulation, governmental directive.

24.7 The purposes for which the Bank may make disclosure of the information under Clause 25.6 is as per the purposes provided in the Bank's Privacy Notice.

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 Customer's 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 Investments 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 seven (7) Business Days' notice to the Customer, 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 26.1.

## **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) Business Days' notice, combine or consolidate any or all accounts maintained by the Customer with the Bank and/or 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 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 28.1.

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 BOC Group at its sole discretion.

## **27 Notice**

27.1 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 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, e-mail, 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.

- 27.2 Any notices (excluding instructions in respect of the operation of the Customer's Investment Account) from the Customer to the Bank shall be sent to the branch of the Bank at which the Customer's Investment Account is maintained, by ordinary post, registered post or courier or by leaving 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.

## **28 Successors Bound**

- 28.1 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.

## **29 Assignment**

- 29.1 The Customer shall not assign any of its rights and interest in the Customer's Investment Account or the subscription of the 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.
- 29.2 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 with twenty one (21) Calendar Days' prior notice to the Customer.

## **30 Amendments**

- 30.1 The Bank may, at any time at its discretion, by at least twenty one (21) Calendar Days' prior notice to the Customer, amend or supplement these Terms and Conditions and the fees and charges in connection with the Investment Services and any such variation, amendment or supplement shall bind the Customer and shall be deemed to have been brought to the knowledge of the Customer by way of displaying at the Bank's premises and any of its branches or by mail/e-mail to the last known address/e-mail address of the Customer in the manner stated in Clause 28.1 or by way of any other means which the Bank deems fit at its sole and absolute discretion.

## **31 Severability and Waiver**

- 31.1 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.
- 31.2 Any waiver or indulgence granted shall not prevent the Bank from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or other rights or require the Bank to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

## **32 Conclusive Certificate**

- 32.1 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.

## **33 General**

- 33.1 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.



- 33.2 If there are any discrepancies between the English and Bahasa Malaysia versions of these Terms and Conditions, the English version should prevail.
- 34 Governing Law**
- 34.1 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.
- 35 Complaints**
- 35.1 Complaints may be lodged:-
- (i) by completing and submitting the bank's prescribed complaint form at any of the Bank's branches; or
  - (ii) by e-mail to [callcenter@bankofchina.com.my](mailto:callcenter@bankofchina.com.my); 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 Call Center at 03-2059 5566.
- 35.2 In relation to complaints regarding a monetary dispute not exceeding RM250,000.00 against a distributor in which you receive no response or is not satisfied with the decision, 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](mailto:info@sidrec.com.my). A copy of the SIDREC brochure can be obtained at any of the Bank's Branches.