IMPORTANT NOTICES – Retail Bonds

- 1. Please be informed that you are investing in the product without a recommendation and certain products are only suitable for investors who have met the product issuers' minimum qualifying criteria.
- 2. We, Bank of China (Malaysia) Berhad (BOCM), are the provider of this mobile application. We are responsible for the provision of the facility for online transactions of retail bonds. As the online provider, we consolidate and place the Customers' Orders with the authorised Bond Dealer (CMSL Holder) under Pseudo Nominee arrangement. We are the Registered Person in sales and marketing the retail bonds issued by third party Bond Issuer.
- 3. The Internet is an inherently unreliable medium of communication and that such unreliability is beyond the control of BOCM. Due to the nature of transactions carried out over the internet and the telecommunication network, you acknowledge and accept the existence of risks unique to internet trading.
- 4. In the event of failure to execute an Order online, the Customer is able to transact his/her Order (including but not limited to buy and/or sell) by contacting our branches for further instructions.

Investor's Declaration – Retail Bonds Service Request

- i. I/We acknowledge that Bank of China (Malaysia) Berhad ("the Bank") does not guarantee any returns for the investment.
- ii. I/We acknowledge receipt and declare that I/we have read and understood the contents of the Terms and Conditions governing Bonds Investment and the relevant documents applicable for the investment. I/We agree to abide by the Terms and Conditions for Retail Bonds Investment Services including any amendments made to it from time to time.
- iii. I/We have been informed and fully understand the associated product risks and returns, of which I/we am/are prepared to accept.
- iv. I/We acknowledge that I/we shall keep the Bank informed of any changes to my/our details as stated.
- v. I/We understand that the Bank reserves the right to reject an application at its absolute discretion without any reason.
- vi. I/We am/are willing to bear all the risks associated with all my/our investments and will not hold the Bank accountable for any liability that may arise from my/our decisions.

- vii. I/We hereby authorise the Bank to disclose all/any of the information provided by me/us to any regulatory authorities and/or other authorized agencies/bodies, including all changes and updates to such information as and when provided by me/us.
- viii. I/We confirm that the below information was disclosed to me:
 - a. Retail Bonds Investment is not protected by Perbadanan Insurans Deposit Malaysia (PIDM); and
 - b. Any money withdrawn from an insured deposit for the purpose of purchasing any Retail Bonds is not protected by PIDM.
- ix. I/We understand that the Service Request is irrevocable upon its submission to the Bank and the Bank and/or Bond Dealer may in their sole discretion decide to accept all or part of my/our Service Request or not to accept my/our Service Request at all.
- x. I/We understand that:
 - a. The Bank has assessed the suitability of such product for me/us based on the information provided by me/us, including but not limited to the information I/we provided on the Investor Suitability Assessment; and
 - b. The Bank does not provide advisory services and therefore does not assume any advisory duty of care or obligation in the solicitation of the sale or recommendation of this Service Request other than (a) above.

Additional Clause for Buy Order

- i. I/We consent(s) that the funds to be invested into Foreign Currency (FCY) Bond must be debited from same FCY Current/Savings Account. I/We are aware that FCY Bond may subject to Telegraphic Transfer (TT) charge.
- ii. I/We hereby irrevocably appoint the Bank to be my/our agent and authorize the Bank to proceed the buy order as my/our agent for Retail Bonds in an aggregate value not exceeding the Buy Order Amount. I/We confirm that I/we understand and am/are willing to bear all the risks associated with such appointment.
- iii. I/We understand that the Retail Bonds product(s) is only suitable for investors who have met the product issuer's minimum qualifying criteria and hereby confirm that I/we am/are a Sophisticated/Qualified Investor(s) as defined in SC's Guideline.
- iv. I/We consent(s) to earmark my/our Current/Savings Account as per the amount indicated, until the Bonds has successfully purchased; the said account will be unfreeze and the funds will be transfer as per the amount traded for settlement. The

bond holding will be transferred to me/us on the settlement day with the counterparties, which is NOT the same day of the Current/Savings Account debited date.

- v. I/We agree to abide by the Declaration specified below:
 - a. Resident invest in Foreign Currency retail bonds must comply with FE Notices.
 - b. Agreed to proceed this order with sufficient fund earmarked in my/our Current Account or Saving Account opened with the Bank ("Account").
 - c. Total investment amount (settlement amount) will be debited from my/our Account one business day after the order successfully traded. The bond holding will be updated one business day after the settlement date, which is NOT the same day with the CASA debited date
 - d. Coupon and maturity payment will be credited into settlement account by default after deducted necessary changes such as Custodian Fee and TT Charges for Foreign Currency Bonds.

Additional Clause for Sell Order

- i. I/We hereby irrevocably appoint the Bank to be my/our agent and authorize the Bank to proceed the Sell Order as our agent the above nominal value of Retail Bonds, and credit the Sell Order proceeds to my/our Current/Savings Account. I/We confirm that I/we understand and am/are willing to bear all the risks associated with such appointment.
- ii. I/We understand that I/we may choose to proceed Sell Order for all or by number of lots of this Retail Bonds held by me/us.
- iii. I/We consent(s) that the Sell Order proceeds will be settled in respective Bond currency. If the Bond currency is in foreign currency, the foreign currency will be credited the customer's Current/Saving Account with the Bank. I/We are aware that FCY Bond is subject to Telegraphic Transfer (TT) charge.
- iv. I/We agree to abide by the Declaration specified below:
 - a. Estimated Amount quoted and actual Settlement Amount from the Sales Proceeds are inclusive of Transacted Amount, Accrued Interest, minus Processing Fee and Custodian Fee and TT Charges for Foreign Currency Bonds.
 - b. Sales proceeds will be credited into my/our settlement account one business day after the Bank receive the sales proceeds, which is NOT the same day with the bond settlement date.