

Terms And Conditions Governing - Unit Trust, Structured Investments Product & Bond/Sukuk

The following terms and conditions apply to Investment Account(s) opened and maintained with AmBank (M) Berhad [Registration No.: 196901000166 (8515-D)] and/or AmBank Islamic Berhad [Registration No. 199401009897 (295576-U)].

1. Interpretation

1.1. In these terms and conditions, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:

“Applicable Law” means all relevant or applicable statutes, laws, rules, regulations, directives, notices and circulars;

“Account Opening Form” means the application form provided by the Bank to the Customer in accordance with its general operating procedures for the application by the Customer to open an Investment Account;

“AmBank Group” refers to all the related corporations and associate corporations of the Bank whether incorporated inside or outside Malaysia, existing now or in the future and reference to ‘AmBank Group’ in this terms and conditions herein shall include all or any entity within the AmBank Group;

“Bank” means AmBank (M) Berhad Registration No. 196901000166 (8515-D) and/or AmBank Islamic Berhad Registration No. 199401009897 (295576-U), companies incorporated under the laws of Malaysia and having their registered address at Level 22, Bangunan AmBank Group, No. 55, Jalan Raja Chulan, 50200 Kuala Lumpur;

“BNM” means the Bank Negara Malaysia or Central Bank of Malaysia;

“Bond” means debt securities or debt instruments, including Commercial papers; Medium term notes; Bonds; Certificates of deposits; and other like interests, held or to be held, sold, purchased, transferred, or deposited by either the Bank as a nominee, the Custodian or any other nominee decided by the Bank, for and on behalf of the customer in accordance with these Terms and Conditions.

“Business Day” means a day on which the Banks in Kuala Lumpur are open for business;

“Closed-end Fund” means any unit trust, investment fund, mutual fund or any other collective investment scheme authorized or recognized by SC (or deemed to be authorized or recognized under law) and distributed by or made available through the Bank during the Fund’s initial public offering period and not available for further subscription after the end of the initial public offering period;

“Current Account and/or Savings Account or Current Account-i and/or Savings Account-i” refer to a non-interest/non-profit* bearing and/or interest/profit bearing deposit account depending on the type of account held with the Bank;

“CMSA” means the Capital Market and Services Act 2007 issued by Securities Commission of Malaysia;

“Cooling-Off Period” shall have the meaning ascribed in Clause 3.13;

*Conventional terminologies are applicable to AmBank product, whilst Islamic terminologies are applicable to AmBank Islamic product.

“Customer” means any person or persons who hold(s) and operate(s) an Investment Account with the Bank;

“Electronic Services” shall have the meaning ascribed to it in Clause 6.1;

“FIMM” means Federation of Investment Managers;

“Fund” means any unit trust, investment fund, mutual fund or any other collective investment scheme authorized or recognized by SC (or deemed to be authorized or recognized under law) and distributed by or made available through the Bank from time to time and shall include Money Market Fund;

“Fund Currency” shall have the meaning ascribed to it in Clause 7.1;

“Investment Account” means the account on which the Customer opens and maintains to have access to the financial products and services provided by the Bank;

“IP Rights” shall have the meaning ascribed to it in Clause 6.4;

“Manager” means the manager and/or issuer of any Fund;

“Money Market Fund” is a type of unit trust, investment fund, mutual fund or any other collective investment scheme authorized or recognized by SC (or deemed to be authorized or recognized under law) investing primarily in debt based securities which has a short term maturity of less than 12 months and offers high liquidity with very low level of risk;

“Officer” means any officer or employee of the Bank;

“Open-end Fund” means any unit trust, investment fund, mutual fund or any other collective investment scheme authorized or recognized by SC (or deemed to be authorized or recognized under law) and distributed by or made available through the Bank without limited offer period unless notified by the Manager;

“Order” means any authorization, request, instruction or order (in whatever form and however sent) given or transmitted to the Bank by the Customer or which the Bank or an Officer reasonably believes to be the authorization, request, instruction or order of the Customer, and includes any authorization, request, instruction or order to revoke, ignore or vary any previous authorization, request, instruction or order;

“Parties” means the Bank and the Customer;

“Person” includes any individual, government, statutory body, business, firm, partnership, corporation or unincorporated body;

“Personnel” means the directors, officers, employees, servants, agents and employees of the Bank and/or its nominee;

“SC” means Securities Commission of Malaysia;

“SIDREC” means Securities Industry Dispute Resolution Centre;

“Sophisticated Investor” means a Customer who has successfully declared themselves as a sophisticated investor and falls within any of the categories of investors set out in Part 1 Schedule 6 and 7 of the CMSA (as the same may be amended from time to time) and the term as defined in Clause 2.01 of the “Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework” issued and revised

by the SC dated 11 October 2018 (as the same may be amended, varied or replaced from time to time);

“Structured Products” means any investment product which derives its value by reference to the price(s) or value(s) of an Underlying Reference, which the Investor agrees to transact or invest with the Issuer, and which is designated by the Issuer to be governed by these Terms and Conditions from time to time;

“Sukuk” means certificates of equal value representing undivided shares in the ownership of tangible assets, usufructs and services or in the ownership of the assets of particular projects or special investment activity, which will only arise after receipt of the value of the sukuk, the closing subscription and the employment of funds received for the purpose for which the sukuk were issued, and which are held or to be held, sold, purchased, transferred or deposited by either the Bank as a nominee, the Custodian or any other nominee decided by the Bank, for and on behalf of the customer in accordance with these Terms and Conditions.

“Third party distributor” means an institution, corporation or organization that markets and distributes units of Fund(s) managed by another entity;

“Third party provider” shall refer to Novagni Analytics and Advisory Sdn Bhd, the company engaged by the Bank to provide the digital information pertaining to the Fund(s) available for online transaction through the Electronic services provided by AmBank Online Banking;

“Transaction” means any transaction effected under the Investment Account in respect to the subscription, switching, transferring and redemption applications of units in any Fund;

“Unit” means a share or unit in a Fund; and

“Unit Trust Fund” means a form of collective investments that allow investors with similar objectives to pool their savings which are then invested in a portfolio of shares or other assets managed by professional fund managers, which includes Conventional Unit Trust Fund and Shariah-compliant Unit Trust Fund.

“Wholesale Fund” means a unit trust fund that is open for subscription, offered and issued only to a Sophisticated Investor.

- 1.2. Any reference to a statutory provision shall include such provision which may from time to time be modified, amended or re-enacted so far as such notification, amendment or re-enactment applies or is capable of applying to any Transaction.
- 1.3. The Customer has read and understood that this Terms & Conditions are to be read together with:-
 - 1.3.1 the General Terms and Conditions of Accounts and Services which is available at URL link <https://www.ambank.com.my/ambank/SiteAssets/SitePages/simple/terms-and-conditions/TCAccountsAndServicesEng.pdf>;
 - 1.3.2 the AmBank Group General Terms and Conditions for AmBank Online Banking (for retail banking Customers only) which is available at URL link <https://ambank.amonline.com.my/> (please click on the Terms and Conditions link at the bottom left of the screen); and
 - 1.3.3 any relevant terms and conditions governing any product, transaction and/or service provided by the Bank.
- 1.4 In the event of inconsistency between the terms and conditions, these Terms & Conditions shall prevail in relation to the Investment Account.

2. Scope and Application (Unit Trust)

- 2.1. The Bank is a third-party distributor of the Funds and the terms and conditions herein and relevant notices which includes but is not limited to the Bank's notices on Internet Risk, Alternative Channels, Transaction Information and Suspension of Transaction shall apply to the provisions in relation to online transacting of Fund(s) in the Investment Account through the Electronic Services provided by AmBank Online Banking.
- 2.2. The Bank reserves the right to add to, amend or vary any of these terms and conditions at any time and any additions, amendments or variations shall take effect and bind each Customer from such date as the Bank may prescribe provided that the Bank gives at least three (3) calendar days prior notice to the Customer. A Customer shall be deemed to have agreed to any addition, amendment and/or variation without reservation, whether or not the Customer gives the Bank any Orders subsequent to the said change in terms and conditions.
- 2.3. Any notice given by the Bank shall be posted in the Bank's official website at www.ambank.com.my or at any of AmBank Group's website.
- 2.4. In addition, the Bank reserves the right to add to, amend or vary any of its general operating procedures, including but not limited to the important notes for transacting in the Fund(s), at any time.
- 2.5. The Customer shall be responsible for updating itself as to the Bank's prevailing charges and policies in relation to fees and the terms and conditions of the Fund(s) and services provided by the Bank.
- 2.6. The Customer represents and undertakes that:
 - 2.6.1. it has full capacity and authority to accept and agree to these terms and conditions, to open, maintain and/or continue to maintain the Investment Account(s) from time to time opened and/or maintained and/or continued to be maintained with the Bank; to give the Bank Orders and to enter into any Transactions contemplated thereon;
 - 2.6.2. it agrees to open, maintain and/or continue to maintain a transactional Current Account and/or Savings Account / Current Account-i and/or Savings Account-i with the Bank so long as the Investment Account(s) remain active;
 - 2.6.3. no litigation, arbitration or administration proceeding against the Customer is current, pending or threatened to restrain the Customer's entry into or performance of the Customer's obligations herein;
 - 2.6.4. unless agreed by the Bank, no person other than the Customer has an interest in any investment account(s);
 - 2.6.5. any Order placed or any dealing in the Investment Account(s) is solely and exclusively based on the Customer's own judgment and after its own independent appraisal and investigation into the risks associated with such Orders or dealings; and
 - 2.6.6. it agrees to furnish appropriate financial information and/or statements to the Bank, disclose any material changes of its financial position to the Bank and promptly furnish such other information concerning the Customer as the Bank may request.

The above representations and undertakings shall be deemed repeated whenever the Customer gives Orders to the Bank, enters into any transactions contemplated herein or whenever the Customer establishes a new Investment Account with the Bank.

3. Fund Provision (Unit Trust)

- 3.1. The Customer confirms that he or she is an individual of eighteen (18) years old and above.
- 3.2. The Customer may instruct the Bank to execute any Transaction by placing an Order with the Bank. Upon the receipt of such Order, the Bank shall execute the Transaction by placing an order with the relevant Manager. The Order becomes irrevocable immediately after the Bank has executed the Transaction by placing an order with the relevant Manager.

- 3.3. Without limiting clause 3.2 above, in the event a supplementary prospectus or replacement prospectus has been delivered or registered with the Securities Commission before the issuance or transfer of units to the Customer, the Customer will be given the opportunity to withdraw his/her application within 14 calendar days from the date of his/her receipt of notice of the registration of the supplementary prospectus or replacement prospectus.
- 3.4. All Transactions are subject to the provisions of the respective Fund's deeds, constitutional documents, information memorandum and prospectuses, which may from time to time be amended or supplemented and all applicable laws, guidelines, regulations and customs.
- 3.5. The Bank may provide the services of subscribing, switching, transferring or redeeming of the units in any of the Fund. The Bank may from time to time agree to act on the Customer's instructions for the holding, subscription, switching, transfer or redemption of units of the Fund, the processing of such transactions and the provision of the services.
- 3.6. In respect of any Transaction placed by the Customer, the price of any units, if provided upon or prior to the Customer placing an Order, is for reference purposes only and will not bind the Bank; the actual price will be the price determined in accordance with the Fund's deeds, constitutional documents, information memorandum or prospectus governing those Funds. Any Order given for the execution of a Transaction is subject to the CSMA 2007, the Guidelines on Unit Trust Funds and the Guidelines on Wholesale Funds issued by SC as well as guidelines, investment standard or rulings issued by the FIMM and other relevant legislation and regulations as may be amended from time to time.
- 3.7. Orders placed by the Customer with the Bank may be aggregated and consolidated either on daily basis or from time to time by the Bank together with orders placed by the Bank's other Customers for the purposes of placement of the orders by the Bank with the relevant Manager.
- 3.8. When the Bank places an Order for the subscription of units with the relevant Manager, the Manager will issue relevant units to register the units in the name of nominees or custodian. The units issued will be allotted or allocated among the relevant Customers in any order or manner as the Bank determines.
- 3.9. Documents, notices and/or proxy forms related to a unit holder's meeting shall be sent by the Bank to the Customer within five (5) Business Days from receipt of the Manager's notification and the Customer is required to respond within the timelines as stipulated by the Bank. Upon receipt of all relevant proxy forms, the Bank will compile and submit the same to the relevant Manager. In relation to a unit holder's meeting, the Bank reserves the right to vote, to give instruction or to give consents (or otherwise) on behalf of the Customer.
- 3.10. In respect of the Open-ended Fund subscriptions using cash, dividends (if any) declared by the Fund shall automatically be reinvested through the purchase or subscription of additional units in the same Fund by the Bank on behalf of the Customer.
 - 3.10.1 In the event the Fund is fully sold or redeemed and there are dividends declared thereafter which are/have been reinvested in the Fund, the Bank will subsequently have the right to sell or redeem such Fund and credit the sale or redemption of proceeds into Customer's designated Current Account or Savings Account / Current Account-i or Savings Account-i.
- 3.11. In respect of the closed end Fund subscriptions using cash, dividends (if any) declared by the Fund shall be credited into Customer's designated Current Account or Savings Account / Current Account-i or Savings Account-i.
- 3.12. To the fullest extent permitted by law, the Customer shall fully indemnify the Bank from and against any and all acts, omissions, claims, proceedings, demands, damages, costs and expenses (including taxes or other levies, interest/profit charges, legal fees and other expenses) in connection with the matters arising from and in relation to Transactions or Fund(s) in respect of the Investment Account, other than those arising out of the Bank's willful default.
- 3.13. A qualified Customer who is investing in a particular Fund for the first time, has the right to request for a refund of his/her investment in the said Fund during the cooling off period

prescribed in each deed or prospectus of the relevant Fund which in any case should not be fewer than six (6) business days (with “business days” being as per the definition of the same in the deed or prospectus) from the date of receipt of application and investment amount by the Manager (“Cooling-Off Period”) provided always that such notice of withdrawal is received by the Bank no later than the relevant cut-off time (as may be specified by the Bank on a Dealing Day within the Cooling-Off Period stated in the relevant deed or prospectus. All such request for a refund shall be subject to Applicable Laws and the terms and conditions of the relevant Manager or Fund. The Customer shall be liable for any and all costs and expenses incurred by the Bank of which may be imposed by the relevant Manager or Fund (whichever is applicable) in relation to any refund of investment and hereby authorizes the Bank to deduct all such costs and expenses from the refund proceeds due to Customer as may be permitted under Applicable Laws.

- 3.14. All transactions are subject to the provisions of the respective deeds, constitutional documents, information memorandum and prospectuses of the Fund, as may from time to time be amended or supplemented and all applicable laws, guidelines, regulations and customs.
- 3.15. The Bank may provide the Services to the Customer desirous of holding, subscribing, switching, transferring or redeeming of units in any of the Funds. The Bank may from time to time agree with the Customer to act on the Customer’s instructions for the holding, subscription, switching, transfer or redemption of units of the Fund, the processing of such transactions and the provision of the Services.
- 3.16. In respect of any units subscribed, redeemed, transferred or switched for the Customer under the Services:
 - 3.16.1. the price of any Units, if provided upon or prior to the Customer placing an order, is for reference purposes only and will not bind the Bank and AmBank Group; the actual price will be the price determined in accordance with the deed, constitutional document, information memorandum or prospectus governing those units;
 - 3.16.2. any order or instruction given for the execution of a transaction:
 - 3.16.3. is subject to the Capital Markets and Services Act 2007, the Guidelines on Unit Trust Funds and The Guidelines on Wholesale Funds issued by the Securities Commission, as well as guidelines, investment standards or rulings issued by the Federation of Investment Managers Malaysia (FIMM) and other relevant legislation and regulations as may be amended from time to time;
 - 3.16.4. the Bank will in considerations to execute the instruction given by the Customer to revoke a previous instructions with the condition that the previous instruction do not cause the Bank to contravene any law or regulations;
 - 3.16.5. the Bank may refuse to execute the instruction in the opinion of the Bank, it is unclear or ambiguous or it might cause the Bank to contravene any law or regulations;
 - 3.16.6. will only be considered by the Bank if made in accordance with all the requirements outlined in this application and prescribed procedures as determined by the Bank under the Services and/or for the particular Fund.
- 3.17. Transactions in the units may be aggregated and consolidated either daily or from time to time by the Bank with such transactions placed or sent by the Bank to the relevant manager of the Fund.
- 3.18. When the Bank has placed an order (consolidated or otherwise) for the subscription of units with the relevant Fund manager, the Fund manager will issue relevant units to and register the units in the name of nominees or custodian. The unit so issued will be allotted or allocated among the relevant applicants in any order or manner as the Bank determines.
- 3.19. The Customer shall reimburse to the Bank on all costs and expenses including without limitation, all fees imposed by any relevant Fund managers and all taxes, duties and levies incurred in holding or executing transaction in respect of any of the units.

3.20. To the fullest extent permitted by law, the Customer shall indemnify the Bank from and against any and all acts, omissions, claims, proceedings, demands, damages, costs and expenses (including taxes or other levies, interest/profit charges, legal fees and other expenses) in connection with the matters arising from and in relation to transactions or Funds in respect of the Account, other than those arising out of the Bank's gross negligence and willful default.

4. Risks (Unit Trust)

- 4.1. The Customer acknowledges that investments in Fund(s) are subject to investment risks and market risks, including possible loss of the principal amount invested. The Customer represents and warrants that the Customer understands and is fully aware of the risks involved in investing in the Fund(s).
- 4.2. In relation to investments into Fund(s), the Customer acknowledges that it has read or will obtain from either the Bank or the relevant Manager the up-to-date versions of the prospectuses and product highlight sheets of the investment product or any materials supplied by the relevant Manager that might exist on the date of the Transaction and the date of the Order given by the Customer to the Bank prior to placing any Order with the Bank to subscribe for units in such Fund(s). The Customer acknowledges and agrees that the Bank shall bear no liability or responsibility whatsoever to the Customer for any error, misstatement or omission in any Prospectus or Product Highlight Sheet or report or any other material prepared by or issued by Manager or willful action or omission, default, fraud or negligence by the Manager or Fund.
- 4.3. The Bank accepts no responsibility and will bear no liability to the Customer for giving any recommendation or advice to the Customer as to whether to invest or not to invest in any Fund, or in connection with the performance of any Fund. The Customer acknowledges the desirability and importance of seeking independent financial or professional advice with respect to any dealings or investments in the Fund(s) or investment opportunities. The Customer acknowledges that any dealings or investments under the Investment Account in any such Fund is solely and exclusively made by the Customer based on the Customer's own judgment and after the Customer's own independent appraisal and investigation into the risks associated with such dealings or investments having been made.
- 4.4. The Customer should be aware that if the Customer redeems the close ended Fund before the maturity date (if applicable), the Customer may not receive the benefit of the capital protection, the capital guarantee or the additional minimum return (if applicable).
- 4.5. The Customer who applies for or is otherwise interested in any units in any Wholesale Fund(s) is responsible to ensure that:
 - 4.5.1. the Customer satisfies the definition of "sophisticated investors" set out in Clause 2.01 of the "Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework" issued and revised by SC dated 11 October 2018 (as the same may be amended, varied or replaced from time to time) and Part 1 Schedule 6 and 7 of the CMSA (as the same may be amended from time to time);
 - 4.5.2. the Customer is fully aware of or has consulted and obtained the advice of an independent professional adviser(s) on the terms and risks which may be applicable to the Wholesale Fund(s).

5. Transaction Limits and Restrictions (Unit Trust)

- 5.1. The Bank may, at any time, impose upon the Customer any position or Transaction limits, or Transaction restrictions. Such limits may include sizes for Transactions, specified times or procedures for communicating Orders to the Bank or otherwise. Such limits may also be set by a regulatory, statutory or such other body governing the Transactions. In placing Orders with the Bank, the Customer shall not exceed any limits or breach any restrictions, whether imposed by the Bank or any such body.

- 5.2. The Bank shall have the absolute discretion whether to accept and partially execute any Order to ensure that the relevant limit or restriction imposed is not breached or to entirely reject such Order.

6. Electronic Services (Unit Trust)

- 6.1. The Bank may, from time to time, provide to the Customer Online Fund service (“Electronic Services”) for the purpose of:
- 6.1.1. Viewing details or information relating to its Investment Account;
 - 6.1.2. Transmitting Orders to the Bank for execution;
 - 6.1.3. Engaging in any other activities and/or services as the Bank may include as part of such Electronic Services under AmBank Online Banking from time to time;
 - 6.1.4. Having access to, including but not limited to Fund(s) information, performance and Fund Analytical Tool provided by a third party provider appointed by the Bank from time to time.
- 6.2. The Customer has the sole responsibility and shall be liable for the security and safe keeping of the Customer’s passwords, identification and other codes issued to the Customer by the Bank for the purpose of enabling the Customer to access the Electronic Services and the Investment Account.
- 6.3. The Customer agrees that Orders placed via Electronic Services are placed at the Customer’s sole risk. The Customer shall be fully responsible and liable for any Order placed with the Bank through the use of the Electronic Services notwithstanding that such Order may have been given by a third (3rd) party with or without authority to give such Order on behalf of the Customer, and the Customer may not be able to amend or cancel its Orders.
- 6.4. In utilizing the Electronic Services, the Customer agrees not to do anything that will violate, infringe, prejudice or in any way affect the Bank’s or any third-party provider’s intellectual property rights (“IP Rights”) and shall take all necessary measures to preserve and protect these IP Rights. All IP Rights (whether by way of copyright or otherwise) in the information or reports available from or generated by the Electronic Services vest solely in and will remain the exclusive property of the Bank and/or the third-party provider appointed by the Bank from time to time.
- 6.5. The Customer agrees that the risk of electronic instructions given by the Customer pursuant to this Terms and Conditions not being genuine or forged, fraudulent, ambiguous or erroneous lies solely with the Customer, and the Customer undertakes to keep Bank and its Personnel fully indemnified against all loss incurred by the Bank or its Personnel arising out of anything done or omitted pursuant to the said electronic instruction given or purportedly given by the Customer or its authorized person. It is Customer’s responsibility to obtain independent professional advice in respect of any information and/or reports obtained via the Electronic Services, and to verify such information and/or reports. Neither the Bank nor the Personnel shall have any liability to the Customer incurring any loss, damage, cost, expense or claim whatsoever and howsoever caused or arising, including but not limited to:
- 6.5.1. Any reliance by the Customer on any information and/or reports which are incomplete, inaccurate, corrupted, non-sequential, untrue or out-of-date, notwithstanding that such information and/or reports may or may not have been customized for the use of the Customer;
 - 6.5.2. The loss or unauthorized use of or access to the Electronic Services;
 - 6.5.3. Any delay, fault, failure or loss of access to, or unavailability of the Electronic Services for whatever reason (including but not limited to the failures of third-party providers);
 - 6.5.4. Any non-performance, defective performance or late performance of the Electronic Services through any cause whatsoever, including errors due solely to malfunction of the Electronic Services or equipment, infrastructure or programs;
 - 6.5.5. Any telecommunication or interconnection defects, faults or problems, system crashes, software errors or defects, sabotage or unlawful access; or

- 6.5.6. Any failure, downtime, crash, breakdown or malfunction of or defects or glitches in the Electronic Services.
- 6.6 In providing the Electronic Services to the Customer, the Bank may, notice to the Customer;
- 6.6.1 Amend, modify, suspend or terminate the operation of the Electronic Services;
- 6.6.2 Suspend or terminate the Customer's access to or use of the Electronic Services, or deactivate the Investment Account.

and shall not be liable to the Customer for any Loss which may be suffered by the Customer consequent upon any of the above actions.

7. Fees and Payment (Unit Trust)

- 7.1. All payments from the Customer to the Bank or from the Bank to the Customer shall be settled in the relevant Currency of the Fund ("Fund Currency") which Units are being subscribed for or redeemed.
- 7.2. For subscription transaction, the Customer is to debit from its Transactional Current Account or Savings Account / Current Account-i or Savings Account-i similar to the Fund currency which Units are being subscribed.
- 7.3. Redemption proceeds received by the Bank will be credited in accordance to the Customer designated Transactional Current Account and/or Savings Account / Current Account-i or Savings Account-i similar to the Fund currency which Units are being redeemed.
- 7.4. The Customer agrees that all fees, charges and expenses disclosed in the Information Memorandum or Prospectus or Replacement Prospectus and its Supplementary Information Memorandum or Supplementary Prospectus (if any) are expressed exclusive of any taxes including but not limited to goods and services tax, value added tax, consumption tax, indirect tax, services tax levies, duties or any other taxes as may be imposed by the Government of Malaysia from time to time (collectively) known as "Taxes". Accordingly, to the extent that services provided are subject to any Taxes, the amount of Taxes payable on any related fees, charges and/or expenses will be payable by the Customer and/or the Fund (as the case may be) in addition to the fees, charges and expenses disclosed in the Information Memorandum or Prospectus or Replacement Prospectus and its Supplementary Information Memorandum or Supplementary Prospectus (if any).

8. Notices and Communications (Unit Trust, Structured Investment Product & Bond/Sukuk)

- 8.1. In respect of all Transactions, Customer is able to access, print and download the confirmation of transaction, Fund(s)' Prospectus or Information Memorandum or Supplementary Prospectus or Information Memorandum, Product Highlight Sheet and/or any other Fund reports from the Electronic services provided by AmBank Online Banking.
- 8.2. The Customer hereby agrees that Bank shall be entitled to adopt any one or more of the following manner or methods of communication (including but not limited to the sending of notices, documents or notice relating to unit holder's meeting, annual, semi-annual, interim or quarterly reports, statements, or confirmation of transaction) to the Customer from Bank
- 8.2.1 by posting a notice in the Customer's premises; and/or
- 8.2.2 by way of a single publication in one or more daily newspaper of the Bank's choice; and/or
- 8.2.3 by posting an insertion in the Customer's statement of account; and/or
- 8.2.4 by sending notice by way of an ordinary or registered post to the Customer's address according to the the Bank's records; and/or
- 8.2.5 by sending notice by short message service ('SMS') or electronic mail to the Customer or by posting the notice on AmBank's website or display screen of the Bank's electronic terminals.
- 8.3. The Customer agrees that any statement, notice, communication or demand shall be given to the Customer as provided in the Bank's General Terms and Conditions of Accounts & Services

which is made available at the AmBank Group website at www.ambankgroup.com. Any statement, notice, communication or demand made or delivered by the Bank to the Customer under or in connection with these Terms and Conditions, the trade documents and the Services shall be deemed effective when made or delivered to the Customer's last known address, email or phone number based on the Bank's existing records. The Bank shall be entitled to rely on the Bank's existing records until written notice of any such change is received by the Bank. In the event of any conflicts or inconsistencies between these Terms and Conditions and the Bank's General Terms and Conditions of Accounts & Services, these Terms and Conditions shall prevail.

- 8.4. Without prejudice to any other effective mode of dispatch, report, statement, written confirmation, notice, demand or any other communication from the Bank to the Customer shall be deemed to have been sufficiently dispatched, given or made if:
- 8.4.1 sent by post to the Customer, at the address last known to the Bank at the time of delivery on the seventh (7th) day after posting; or
 - 8.4.2 delivered personally, at the time of delivery or dispatch; or
 - 8.4.3 by courier, immediately on acknowledgement on the courier consignment note; or
 - 8.4.4 by publication the Bank's website or at any Bank's branches, on the day of publication;
 - 8.4.5 communicated or transmitted to the Customer by telephone, short message service (SMS), cable, telegraph or facsimile transmission at the respective numbers last known to the Bank, at the time of communication/transmission; or
 - 8.4.6 communicated by e-mail, on the date and time of transmission by the e-mail server operated by the Bank and/or its service provider, notwithstanding any non-delivery or "returned mail" reply message or any error message indicating that the e-mail was not successfully sent to the Customer's mailbox. The Customer will bear the risk of any nondelivered of e-mails from the Bank.
- 8.5. The Customer who has opened and maintained the Investment Account(s), activated and logged in to the Bank's Electronic Services and/or has registered his electronic mail (email) address with the Bank, irrevocably authorizes and instructs the Bank to deliver any notification, confirmation, advices, statement and notice (where applicable) to the Customer by making available such notification, confirmation, advices, statement and notice (where applicable) to the Customer through the Bank's Internet Banking Services and/or the registered email address with the Bank. The Customer agrees that such modes of service of the notification, confirmation, advices, statement and notice (where applicable) shall be good and valid service of the same on the Customer and would be applicable to Investment Products such as Unit Trust , Structured Investment Products and Bond / Sukuk. The same would apply to the individual account holder who is also the primary account holder in a joint account.
- 8.6. Any communication from the Customer to the Bank shall only be effective upon acknowledgement of receipt thereof by the Bank.
- 8.7. The Customer agrees to notify the Bank immediately on any changes of the Customer's correspondence / mailing / residential address, electronic mail (email) and contact information. It is the Customer's responsibility to ensure that the Bank is kept informed of the Customer's most up to date address, email and other contact details.
- 8.8. All notices and other communication sent by the Bank to the Customer or vice versa are to be sent at the Customer's risk, and the Bank does not assume any responsibility for any inaccuracy, interruption, error or delay or total failure in transmission or delivery by any form of communication or other cause beyond the control or anticipation of the Bank. The Bank shall not be obliged to preserve any documents which may be returned undelivered.

9. Privacy Policies (Unit Trust, Structured Investment Product & Bond/Sukuk)

- 9.1. The Customer acknowledges that he or she has accessed, read and understand the Privacy Notice of AmBank Group which is made available at <https://www.ambankgroup.com/eng/Pages/PrivacyNotice.aspx> and confirm his or her agreement to the same.
- 9.2. The Customer acknowledges and agrees that the Bank in providing the Electronic Service may disclose their personal information to other companies within AmBank Group for purposes of marketing of products and services as well as to SC.

10. Dispute Resolutions (Unit Trust, Structured Investment Product & Bond/Sukuk)

- 10.1. For internal dispute resolution, the Customer may contact the Bank via phone to 03 -2178 8888 (Contact Centre). Complaints should include the following information:
- 10.1.1. Particulars of the Customer, Investment Account number, address, contact number and other relevant information;
 - 10.1.2. Circumstances of the non-compliance or improper conduct;
 - 10.1.3. Parties alleged to be involved in the improper conduct;
 - 10.1.4. Other supporting documentary evidence (if any)
- 10.2. If the Customer is dissatisfied with the outcome of the internal dispute resolution process, the Customer can refer its dispute to the SIDREC at the following:
- 10.2.1. Telephone Number: 03-22822280
 - Fax Number: 03-22823855
 - E-mail: info@sidrec.com.my
 - Letter to: Securities Industry Dispute Resolution Center (SIDREC)
Unit A-9-1, Level 9, Tower A, Menara UOA Bangsar
No 5, Jalan Bangsar Utama 1, 59000 Kuala Lumpur
- 10.3. The Customer can also direct its complaint to the SC even if after initiating a dispute resolution with SIDREC. To make a complaint, the Customer may contact SC's Investor Affairs & Complaints Department at the following:
- 10.3.1. Telephone Number: 03-62048999
 - Fax Number: 03-62048991
 - Email: aduan@seccom.com.my
 - Online: www.sc.com.my
 - Letter to: Consumer & Investor Office
Securities Commission Malaysia
No 3, Persiaran Bukit Kiara, Bukit Kiara
50900 Kuala Lumpur
- 10.4. The Customer can also direct its complaint to FIMM's Complaints Bureau at the following:
- 10.4.1. Telephone Number: 03-20923800
 - Email: complaints@fimm.com.my
 - Online: www.fimm.com.my
 - Letter to: Legal & Regulatory Affairs
Federation of Investment Managers Malaysia
19-06-1, 6th Floor, Wisma Tune
No 19, Lorong Dungun, Damansara Heights
50490 Kuala Lumpur

11. Governing Law and Jurisdiction (Unit Trust, Structured Investment Product & Bond/Sukuk)

- 11.1. These terms and conditions, the Investment Account, the relationship between the Customer and the Bank and the rights and obligations contemplated thereunder, shall be governed by and be construed in accordance with the laws of Malaysia and the Customer agrees that any legal disputes shall be commenced and heard in courts in Kuala Lumpur.