

1**GENERAL TERMS AND CONDITIONS**

The Client's Investment Account Application Form and this document form the Agreement between the Client and UOB Kay Hian Securities (M) Sdn. Bhd. ("UOBKHS") and/or UOB Kay Hian Wealth Advisor Sdn. Bhd. ("UOBKHW") respectively, as the case may be. The terms and conditions herein include but are not limited to the Covenants and Undertakings for the Investment Account and/or the agreement(s) executed between the Client and UOBKHS and/or UOBKHW relating to the products and services offered by UOBKHS, UOBKHW and/or their related companies (collectively, "UOBKH Group") or third parties, and the terms and conditions therein and shall together with all supplements, amendments and variations thereto collectively constitute the contract between the Client and UOBKHS and/or UOBKHW respectively, as the case may be. References to "I/we", "my/our" and "me/us" are references to the Client.

TERMS AND CONDITIONS

I/we hereby agree to the following terms and conditions and shall not hold UOBKH Group responsible and/or to indemnify for my/our investment losses in any nature:

1. any adviser(s) from UOBKH Group from time to time appointed by me/us is my/our agent (hereinafter referred to as "Financial Adviser") to deal/transact with UOBKH Group for and on my/our behalf for all my/our investment activities.
2. to the extent any investment advice/recommendation is approved by UOBKH Groupⁱ to be provided by my/our Financial Adviser to me/us, I/we acknowledge the investment advice/recommendation is on a reasonable effort basis only, and I/we shall make my/our own investment decision for any investment activities.
3. I/we shall review the reasonableness of the information and recommendations provided by my/our Financial Adviser, including in cases where the investment is offered or provided by UOBKH Group or a third party approved by UOBKH Group. Should I/we have any doubt on any information/recommendation provided by my/our Financial Adviser, I/we shall seek the advice of UOBKH Group and/or seek an independent party's opinion. In the event I/we choose to rely on the information/recommendation of my/our Financial Adviser for my/our investment activities, I/we acknowledge and agree that I/we shall not dispute on the losses I/we may suffer from the investment decisions.
4. I/we am/are aware that my/our Financial Adviser is NOT authorized to receive any kind of payments from me/us, including but not limited to cash, in his/her name for and on behalf of UOBKH Group. All payments for investments in products offered by UOBKH Group shall be made in the name of UOBKHS, i.e. "UOB Kay Hian Securities (M) Sdn. Bhd." and all payments made to UOBKH Group shall bear my/our name and NRIC/Company Registration number to prevent my/our payment from being fraudulently/negligently deposited by my/our Financial Adviser into any other Investment Account/bank account. Failing to abide to this provision may render my/our payments/deposit being fraudulently/negligently misplaced and I/we shall not hold UOBKH Group responsible for my/our monetary loss.
5. I/we acknowledge that my/our Financial Adviser's authority from UOBKH Group is only to assist me/us to apply for opening of Investment Account with UOBKH Group or other third party approved by UOBKH Group, conduct Suitability Assessment on me/us and present to me/us the financial products and services of UOBKH Group or other third party approved by UOBKH Group that are deemed suitable for me/us. The final decision to invest is solely my/our own decision.
6. my/our Financial Adviser is licensed under the Capital Markets and Services Act 2007 ("CMSA") with reference to UOBKH Group and may, therefore, be construed as having principal-agency relationship with UOBKH Group in respect of certain regulated activities and matters. In view of this relationship, UOBKH Group may have a certain duty of care in respect of the conduct of my/our Financial Adviser. Thus, I/we shall immediately bring to the attention of UOBKH Group all relevant information if I/we am/are of the opinion or have reason to suspect that my/our Financial Adviser may be engaged in misconduct. Further, I/we agree that any statutory principal-agency relationship of my/our Financial Adviser with UOBKH Group does not entitle me/us to take legal action to claim for my/our financial/investment loss against UOBKH Group where it is my/our own decision to invest in or take up financial products or services offered. Notwithstanding or in the absence of any statutory principal-agency relationship above, I/we acknowledge that all other actions by my/our Financial Adviser are undertaken by the Financial Adviser on my/our behalf and as my/our agent and not as an agent of UOBKH Group. I/we shall not hold UOBKH Group responsible for any loss or damage incurred or suffered from the Financial Adviser acting on my/our behalf and as my/our agent.
7. I/we agree that all investment transactions carried out by my/our Financial Adviser are based on my/our own decision and I/we shall solely be responsible to verify all investment transactions executed against the statements issued by UOBKH Group or other third party to ensure the details of the investment transactions are accurate and as per my/our instruction to my/our Financial Adviser. I/we further agree that I/we must immediately bring to the attention of UOBKH Group all relevant information should there be any discrepancies noted. I/we should not at any time delegate or pass this responsibility of verification to my/our Financial Adviser.
8. I/we declare that I/we have the financial means for all investments and I/we undertake to inform UOBKH Group of any material facts that may adversely affect my/our financial position and/or my/our creditworthiness from time to time.
9. I/we undertake (for Islamic Stockbroking-subject to the principles of Shariah) at all times to fully indemnify and keep UOBKH Group fully indemnified against all actions, suits, proceedings, penalties, fees, fines, debts, expenses, claims, legal fees, interest, demands, costs, charges, losses or damages which UOBKH Group may sustain or suffer or incur due to execution by the UOBKH Group of any investment transactions for or pursuant to instructions given by me/us.
10. I/we acknowledge that my/our Investment Account is subject to periodic review and that UOBKH Group is entitled at its absolute discretion to at any time suspend and/or close or terminate my/our Investment Account with or without giving any reason whatsoever.
11. I/we acknowledge that I/we have no claim whatsoever against UOBKH Group in the event I/we authorise my/our Financial Adviser or any other person to collect payments on my behalf from UOBKH Group or other third party, and that UOBKH Group is under no obligation to agree to such collection on behalf.

12. I/we hereby confirm that I/we am/are solely responsible for conducting, monitoring, managing and otherwise dealing with my/our Investment Account and I/we hereby acknowledge that where the investment transactions are carried out through my/our Financial Adviser, UOBKH Group is not responsible for any actions of my/our Financial Adviser. All transactions carried out through my/our Financial Adviser shall be at my/our sole risk and the indemnity under the foregoing provisions shall apply in UOBKH Group's favour.
13. I/we will forthwith notify UOBKH Group in writing of any change in address, including email address, on my/our part. Should I/we fail to notify UOBKH Group or should UOBKH Group fail to receive my/our notification, any notice sent by UOBKH Group to the address last known to UOBKH Group shall be deemed to be sufficiently given. Any notice given by UOBKH Group shall be deemed effected upon the expiry of three (3) days from the date of posting by ordinary post.
14. UOBKH Group is authorised to disclose any information in respect of me/us to any relevant authorities.
15. I/we am/are aware and acknowledge that UOBKH Group may at its absolute discretion vary, modify and amend all the terms and conditions at any time or from time to time or impose additional terms and provisions as UOBKH Group deems fit without further reference to me/us and I/we agree that any variation, modification or amendment shall be binding on me/us.
16. I/we agree that notwithstanding any failure by any person to comply with regulatory requirements, UOBKH Group will still have the right to sue me/us in accordance with applicable contractual terms and causes of action, and I/we shall not use any such non-compliance as a defence against a suit or claim against me.
17. I/we confirm that I/we understand the full contents herein and the risk and obligations associated with investment. I/we also confirm that I/we have full authority to enter into this contract and that any deficiency in my/our authority and/or legal standing shall not absolve me/us from my/our liabilities stated herein.
18. I/we agree to submit to the exclusive jurisdiction of the Courts of Malaysia but UOBKH Group will be at liberty to settle and seek remedies for any disputes that may arise out of or in connection with the Investment Account in any court of any jurisdiction. All transactions, terms and conditions herein and agreements between me/us and UOBKH Group shall, unless otherwise agreed, be governed by and interpreted in accordance with the laws of Malaysia.
19. I/we agree that for any disputes raised by me/us on my/our Investment Account, I shall submit official notice to UOBKH Group. Only in the event where UOBKH Group does not respond to my/our official notice on the dispute within 90 days, may I/we bring the dispute to the notice of the Securities Industry Dispute Resolution Center (SIDREC).
20. if any of the provisions herein is declared illegal, void, prohibited or unenforceable in any respect under any law, the illegality, voidability, prohibition or unenforceability for any reason whatsoever shall be ineffective only to the extent of such invalidity, voidability, prohibition or unenforceability and shall not invalidate or render illegal, void, prohibited or unenforceable any other terms, conditions, covenants or undertakings herein contained.
21. the terms and conditions stated herein shall be binding on my/our estate, successor, liquidator, receiver, representative, trustee (whether in bankruptcy or otherwise) and permitted assignee and shall not be prejudiced or affected by any change in the constitutions of entities or governing terms related to my/our investments. These terms and conditions shall survive any changes or successions in UOBKH Group's business.

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DECLARATION & UNDERTAKING

In relation to my/our application to open an Investment Account with UOBKH Group and to engage/appoint the Financial Advisor related to UOBKH Group for wealth adviser services i.e. related to unit trust and private retirement scheme (PRS) and other investments, that are provided or offered by UOBKH Group or other third party approved by UOBKH Group, I / we:

- 1) agree to be bound by terms and conditions as prescribed in Part 1 above.
- 2) hereby declare that I/we have not been declared a bankrupt person nor have there been any petition for bankruptcy(ies) filed against me/us nor has a judgment against me/us been outstanding and unsatisfied for more than thirty (30) days at the date herein.
- 3) agree and understand that generally investments and/or the relevant funds are not bank deposits or obligations of, or guaranteed by UOBKH Group.
- 4) understand and acknowledge that unit trusts are NOT deposits and are not guaranteed by Perbadanan Insurans Deposit Malaysia (PIDM).
- 5) understand and acknowledge that investment of relevant funds is subject to risks and may result in possible loss of principal amount invested.
- 6) declare and undertake that all the investment made are based on my/our own judgment and at my/our own risk.
- 7) acknowledge that any information given by UOBKH Group is meant for reference only, and UOBKH Group shall not be liable or responsible for the accuracy of the information so given.
- 8) agree that nothing in UOBKH Group materials (printed or digital) which contain information on relevant funds or investment reports may be construed by me/us as investment advice and/or recommendation and/or opinion on the relevant fund or investment that should result in any action or decision by me/us.
- 9) agree and acknowledge that the past performance of any funds does not guarantee their future performance. The values of any fund or the income distribution from the relevant fund or investment are subject to risks, and the values and the distribution if any is declared, may go down as well as up.
- 10) hereby authorize, in the event of income distribution declared by the relevant funds, UOBKH Group or other third party to reinvest all the income distribution in the same funds unless otherwise specified in the prospectus of the respective funds.
- 11) duly understand where the relevant fund is stated to be a guaranteed/protected fund i.e. capital guaranteed/capital protected or as specified explicitly in the respective product prospectus, that capital guarantee/protection feature is subject to holding the investment until maturity. In the event of early redemption of units/investment before maturity date, I/we may not be entitled to receive any benefits under the guarantee/protection and the amount received by me/us for early redemption may be less than my initial investment due to market conditions. In addition, I/we fully understand that I/we will be subject to redemption/exit fees stated in the relevant prospectus for the said fund where applicable.
- 12) hereby permit and authorize UOBKH Group to disclose to such persons/entity as UOBKH Group may think fit or necessary information including but not limited to my/our particulars and accounts with UOBKH Group and particulars of my/our transactions with or through UOBKH Group.
- 13) understand that a fund prospectus is issued by the Fund House or issuer and hereby agree to indemnify and hold UOBKH Group harmless against any actions, proceedings, claims, damages, and costs and expenses which may brought against, suffered or incurred by UOBKH Group arising either directly or indirectly out of or in connection with the prospectus.
- 14) declare to be or will be in possession of the facts and contents of the prospectus of the relevant unit trust fund or investment and agree therewith.
- 15) hereby acknowledge that I/am we/are aware of the fees and charges involved in buying, redemption and switching (if any) of units, information on which is available in the prospectus.

- 16) under a joint Investment Account, hereby agree and/ or authorize UOBKH Group as follows:
- a. in the event of death of any one or more of the customers, UOBKH Group is authorized to pay the redemption proceeds of the units of the relevant funds or unit trust funds or redemption proceeds or funds contained in any of the customers' account(s) maintained in respect thereof to the survivor(s) subject to compliance (if required) with the relevant laws, legislation or statutory enactments and Shariah principles or laws if any are applicable.
 - b. to honour and comply with any and all directions given by any one or more of the customers (which directions the customers shall be regarded as jointly and severally liable for and bound to) where such directions given are in accordance with the terms and conditions and in relation to or are in connection with the customers' (i) investments, (ii) units of any funds or unit trust funds subscribed by the customers and held by UOBKH Group on the customers' behalf, (iii) accounts as opened by the customers in relation to the aforesaid investments; and/or (iv) mandate or instructions in relation to any matters arising from or in connection with the Deed for the fund and/or the Investment Services provided pursuant to the terms and conditions herein.
- 17) hereby give consent for UOBKH Group to offer any of the UOBKH Group's or third party products and services that match my/our financial profile.
- 18) understand and acknowledge that UOBKH Group may at its absolute discretion amend the terms and conditions without giving any prior notice thereof. I/we shall be responsible to keep myself/ourselves informed by referring to the updated Terms & Conditions as deployed in UOBKHS website (www.utrade.com.my).
- 19) understand that any promotional materials, advertisement and other information material that fall outside of the prospectus, does not form part of the prospectus
- 20) am/are aware and understand that UOBKHS and UOBKHW is an Institutional Unit Trust Advisor (IUTA) and Corporate Unit Trust Advisor (CUTA) respectively for the distribution of unit trust funds issued by its panel of Unit Trust Management Company (UTMC).ⁱⁱ
- 21) am/are aware and understand that the redemption procedure would be the same as normal even though a supplementary prospectus is issued. I/we am/are also aware that I/we may exercise our cooling-off right should a supplementary prospectus be issued within the cooling-off period.
- 22) am/are aware that application for units in a unit trust cannot be withdrawn where a supplementary prospectus has been registered after the issuance or transfer of unit trusts to the investor.
- 23) hereby confirm that I/we have read and fully understood the contents of the prospectus and supplementary prospectus (if any) governing the fund or will do so before any investment decision.
- 24) undertake to observe the terms and conditions and to be bound by the provisions of the Deed or other document (as may be amended from time to time) constituting the relevant funds.
- 25) declare that the funds allocated for all investments have been legally sourced and not sourced through any activities which contravene the laws in Malaysia or any other countries.
- 26) hereby authorize UOBKH Group to debit such amount on my account(s):
- a. as shall be indicated by me/us for the purpose of purchase of or subscription for unit trust fund(s) at any time and from time to time without giving me any prior notification and I/we hereby agree and undertake not to hold UOBKH Group liable for any loss or damage due to nil or insufficient funds in my/our account or any other reason that may cause UOBKH Group to fail to honour the payment or debiting;
 - b. any outstanding fees and charges including but not limited to wrap fee imposed by UOBKH Group from time to time in its sole and absolute discretion with respect to the execution of any transaction, maintenance of my Investment Account or the provision of any service or facility to me in connection with the Investment Account and to also facilitate payment of any transaction payments due from me including but not limited to taxes, disbursements and/or other expenses incurred by UOBKH Group in connection with the Investment Account.
- 27) hereby agree that, in relation to debiting of fees and charges as mentioned in para 26, UOBKH Group has the discretion to:
- i. deduct the relevant cash amount from my Investment Account; and/or
 - ii. redeem or transfer out my Unit Trust Fund under the custodian of UOBKH Group;
- 28) pursuant to para 27(ii), hereby authorize UOBKH Group to redeem what UOBKH Group deems as the best performing funds to pay the said outstanding fees and charges.
- 29) shall promptly pay to UOBKH Group all applicable fees or any outstanding sum on the due date of the relevant Transaction, which is by 3rd business day of the outstanding sum incurred, or upon demand by UOBKH Group as provided for under these terms and conditions.
- 30) agree that UOBKH Group shall be entitled to charge interest on any sum or payment due to UOBKH Group from me/us at such rate and calculated and/or compounded in such manner as UOBKH Group may, in its sole and absolute discretion, impose and determine from time to time and to debit my/our Investment Account in respect of the interest due and UOBKH Group is authorized to exercise their rights as prescribed in para 27 to recover the interest charged.
- 31) agree that all settlement between myself/ourselves with UOBKH Group shall be in the relevant Currency of the Fund whose Units are being subscribed for or redeemed unless otherwise agreed between UOBKH Group and me/ourselves. In the event that monies accruing to the Investment Account is received by UOBKH Group in a currency other than the Fund Currency, such monies shall be converted to the Fund Currency at such exchange rate as UOBKH Group may, in its sole and absolute discretion, decide. I/We shall be fully responsible and liable for any losses resulting from any currency conversion. If for any reason UOBKH Group cannot effect payment or repayment to me/us in the Fund Currency or in the agreed currency between UOBKH Group and me/us, UOBKH Group may effect payment or repayment in the equivalent of any other currency selected by UOBKH Group based on the exchange rate at the time the payment or repayment is due.
- 32) agree that the redemption proceeds will be net of any fees, charges or expenses incurred in relation to the redemption and shall be credited into my/our Investment Account in accordance to these terms and conditions and/or as required by Applicable Laws except for redemption of units trust funds acquired using EPF fund, the redemption proceeds shall be credited back to my/our EPF account.
- 33) am/are aware and hereby agree that UOBKH Group shall only confirm the unit price of my/our purchase of or subscription for any unit trust for local funds one business day (T+1) after the date of my/our fully-funded instruction, and for offshore funds 2 business days (T+2) after the date of my/our fully-funded instruction, unless otherwise stated. The said confirmations by UOBKH Group of the unit price of my/our purchase of or subscription for any unit trust whether for local or offshore funds are hereby deemed by me/us as conclusive and fully binding on me/us and shall not be subject to any dispute or disagreement whatsoever by me/us.
- 34) where applicable, hereby authorized UOBKH Group to debit my/our savings/current account for the Regular Savings Plan investment and I/we undertake to ensure that sufficient funds are kept in my/our account to meet the payment for any Regular Savings Plan.
- 35) understand and agree that transactions performed after the unit trust fund cut-off time will be executed on the next business day unless otherwise stated.
- 36) agree that my/our declaration and undertaking on these terms and conditions are governed by the laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

I/we fully understand and acknowledge that investing in a unit trust fund with borrowed money is more risky than investing with my/our own savings.

I/we should assess if loan financing is suitable for me/us in light of my/our objectives, attitude to risk and financial circumstances. I/we should be aware of the risks, which would include but not limited to the following:-

- (i) The higher the margin of financing (that is, the amount of money I/we borrow for every Ringgit of my/our own money that I/we put in as deposit or down payment) the greater the potential for losses as well as gains.
- (ii) I/we should assess whether I/we have the ability to service the repayments on the proposed loan. If my /our loan is a variable rate loan and if interest rates rise, my /our total repayment amount will be increased.
- (iii) If unit prices fall beyond a certain level, I/we may be asked to provide additional acceptable collateral or pay additional amounts on top of my/our normal instalments. If I/we fail to comply within the time prescribed, my/our units may be sold to settle my/our loan.
- (iv) Returns on unit trusts are not guaranteed and may not be earned evenly over time or at all. This means that there may be some years where returns are high and other years where losses are experienced instead. Whether I/we eventually realize a gain or loss may be affected by the timing of the sale of my/our units. The value of units may fall just when I/we want my/our money back even though the investment may have done well in the past.

I/We understand and acknowledge that this brief statement cannot disclose all the risks and other aspects of loan financing. I/We should therefore carefully study the terms and conditions before I/we decide to take the loan. If I am/we are in doubt in respect of any aspects of this Risk Disclosure Statement or the terms of the loan financing, I/we should consult the institution offering the loan or other independent adviser.