

# UOB KAY HIAN SECURITIES (M) SDN BHD

(Registration No. 199001003423 (194990-K))

A Participating Organisation of Bursa Malaysia Securities Berhad

A Trading Participant of Bursa Malaysia Derivatives Berhad

A Registered IUTA and IPRA of Federation of Investment Managers Malaysia



# UOB KAY HIAN WEALTH ADVISORS SDN BHD

(Registration No. 201901025274 (1334603-A))

A Registered CUTA and CPRA of Federation of Investment Managers Malaysia

A Registered Wealth Advisor of Bank Negara Malaysia

## COVENANTS, TERMS AND CONDITIONS AND DECLARATION AND RISK DISCLOSURE STATEMENT FOR INVESTMENT ACCOUNTS, BONDS, STRUCTURE PRODUCT INVESTMENT APPLICATION("T&C")

### 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 Advisors 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 advisor(s) from UOBKH Group from time to time appointed by me/us is my/our agent(hereinafter referred to as "Wealth Advisor") 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 Group<sup>1</sup> to be provided by my/our Wealth Advisor 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 Wealth Advisor, 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 Wealth Advisor, 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 Wealth Advisor 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 Wealth Advisor 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 Wealth Advisor 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 Wealth Advisor'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 Wealth Advisor 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 Wealth Advisor. 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 Wealth Advisor may be engaged in misconduct. Further, I/we agree that any statutory principal-agency relationship of my/our Wealth Advisor 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 Wealth Advisor are undertaken by the Wealth Advisor 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 Wealth Advisor acting on my/our behalf and as my/our agent.
7. I/we agree that all investment transactions carried out by my/our Wealth Advisor 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 Wealth Advisor. 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 Wealth Advisor.
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 Wealth Advisor 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 Wealth Advisor, UOBKH Group is not responsible for any actions of my/our Wealth Advisor. All transactions carried out through my/our Wealth Advisor 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, I/we may 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 Wealth 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 be 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](http://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).<sup>ii</sup>
- 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 mein 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 3<sup>rd</sup> 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.

### 3 RISK DISCLOSURE STATEMENT FOR UNIT TRUST LOAN FINANCING

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 overtime 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.**

### 4 DECLARATION AS PER BANK NEGARA MALAYSIA'S FOREIGN EXCHANGE ADMINISTRATIVE POLICY

I/ We hereby declare that I/ we have been briefed and understand that Multi-Currency Securities that are listed on Bursa are foreign currency assets, thus these securities fall within the purview of Bank Negara Malaysia's Foreign Exchange Administrative Policy. I/ We also understand that the same policy applies for our trading in securities listed in foreign Exchanges. Henceforth, all rules pertaining to investment in foreign currency assets are applicable.

In the event I/ we am/ are Malaysian resident with domestic borrowing, we do solemnly declare that:

1. I/ We shall consent to abide with and be bound by the provision of the Exchange Control Act 1953 and Bank Negara Foreign Exchange Administrative Policy and any amendments from time to time with regards to any transaction or payments to or from my/ our relevant trading account(s);
  2. I/ We shall be fully responsible to monitor our share trading, limits and ensure compliance of my/ our relevant trading account(s) with the Exchange Control Act 1953 and Bank Negara Foreign Exchange Administrative Policy and any amendments from time to time;
  3. if my/ our domestic ringgit borrowings status should change, it is my/ our responsibility to notify the Company in writing and update the Declaration.
- (i) Residents are defined as:
- Citizens of Malaysia (excluding persons who have obtained permanent resident status of a territory outside Malaysia and are residing abroad);
  - Non-citizens who have obtained permanent resident status in Malaysia and are residing permanently in Malaysia; or
  - Persons, whether body corporate or unincorporated, registered or approved by any authority in Malaysia.
- (ii) Domestic ringgit borrowings/financings refer to any ringgit advances, loans, financing facilities, trade financing facilities, hire purchase, factoring facilities with recourse, financial leasing facilities, guarantee for payment of goods, redeemable preference shares or similar facilities in whatever name or form, except:
- Trade credit terms extended by suppliers for all types of goods and services;
  - Forward foreign exchange contracts entered into with licensed onshore banks;
  - Performance guarantees and financial guarantees;
  - One personal housing loan and one vehicle loan obtained from Residents;
  - Credit card and charge card facilities;
  - Operational leasing facilities;
  - Factoring facilities without recourse; and
  - Inter-company borrowings within a corporate group in Malaysia.

### 5 PDPA ACKNOWLEDGEMENT AND DECLARATION

With reference to UOBKH Group Privacy Notice, I hereby solemnly:

1. declare that I received a copy of the Company's Privacy Notice, have read and fully understood the Privacy Notice and its contents which have been explained to me;
2. consent, permit, agree and authorize the UOBKH Group and its merchants and strategic partners including but not limited to custodian banks and investment products issuers to have full access to my personal data and process my personal data information for the purposes stated in the Notice; and
3. undertake that I shall update and/or keep my personal data information up-to-date with UOBKH.

For the purposes of this Notice, I hereby expressly consent and authorise UOBKH Group and its merchants and strategic partners including but not limited to custodian banks and investment products issuers to use, collect, record, store, share and process my personal information, including, without limitation, my contact details, background information, financial data and other information relevant to my application for the product and / or service which :

- i. I have provided in this form or through any other contact with UOBKH Group (which shall include UOBKH's holding company(s), subsidiaries, and any associated company) and its merchants and strategic partners including but not limited to custodian banks and investment products issuers,
- i. has been obtained from analysis of my payment and other transactions / services within the UOBKH Group, or
- ii. has been obtained from third parties such as employers, joint applicants / account holders, guarantors, legal representatives, industry / financial related associations, credit bureaus or credit reference agencies, retailers, social networks and fraud prevention agencies or other organizations.

Subject to the laws of Malaysia, UOBKH may use my personal data for the following purposes ("Purposes"):

- (a) The processing of my application for facilities/services;
- (b) Carrying out my instructions and performing the daily operations necessary in the provision of the facilities/services;
- (c) Carrying out credit & other status checks and debt collections including reporting to credit bureaus and assisting other financial institutions to do so;
- (d) Assessing my ongoing credit worthiness;
- (e) Operating internal controls including determining amounts owed to or by me, payment to or collection of such amounts from me and from any persons providing security for my obligations and enforcing any charge or other security granted by or for me in respect of the facilities/services;
- (f) To enable UOBKH to discharge their duties and obligations under the Capital Markets and Services Act 2007, the Securities Commission Act 1993, the Securities Industry (Central Depositories Act) 1991, any other written law, the rules of Bursa or any co-operation arrangement with any relevant authority or any other stock or derivatives exchange, clearing house, securities depository authorised by the relevant local or foreign laws;
- (g) To enable UOBKH to discharge their contractual obligations;
- (h) To provide investor and other capital market education events and activities;
- (i) To enable the resolution of a concern or complaint;
- (j) To create directories or databases whether for publication or not;
- (k) To provide ongoing information about UOBKH's events and programs, products and services to people that they believe may be interested in such event, programs, products and services;
- (l) To consider applications for employment;
- (m) To provide services;
- (n) To research, develop and improve UOBKH's events, programs, products and services; and
- (o) For any other purposes that is incidental or ancillary or in furtherance to the above purposes.

I hereby further consent and agree to UOBKH disclosing my personal information to:

- (a) their parent company, subsidiaries, related and associated companies including their directors and advisers,
- (b) their registered representatives, co-organisers of events, business partners and service providers;
- (c) the Securities Commission, Bursa Malaysia, Bank Negara Malaysia, the Police, the Malaysian Anti- Corruption Commission, Companies Commission of Malaysia, Registrar of Societies and other supervisory, governmental or relevant authority;
- (d) any relevant authority or body such as the Malaysian Institution of Chartered Secretaries and Administrators (MAICSA) or the Malaysian Institute of Directors (MID);
- (e) any other stock or derivatives exchange, clearing house, securities depository authorised by the relevant laws;
- (f) the public at large by publishing the same in accordance with the relevant rules of Bursa;
- (g) auditors, professional firms or entities; and
- (h) any other person which UOBKH may think fit,

Notwithstanding the above, I further consent to the disclosure and/or transfer of my personal information to relevant third parties as a result of any restructuring, sale or acquisition of any company within the UOBKH Group, provided that the recipient uses my personal information for the Purposes only. I understand and acknowledge that it will be necessary for UOBKH to process my personal information for the Purposes, without which UOBKH will not be able to provide the product and/or service that I have requested from UOBKH.

Where I have provided personal and financial information relating to others (e.g. joint-applicant, spouse, related parties and/or emergency contact persons) for the Purposes, I represent and warrant that I have their consent or that I am otherwise entitled to provide their information to UOBKH. I further understand that I may request for access to correction or deletion of my personal information or limit the processing thereof (including personal data of others provided by me) at any time hereafter and that any inquiries or complaints with respect to my personal information may also be channeled to UOBKH by submitting such request to UOBKH via post, email or facsimile transmission to the following address:

Customer Service  
UOB Kay Hian Securities (M) Sdn. Bhd.

Ground Floor, Menara Keck Seng  
203, Jalan Bukit Bintang  
55100 Kuala Lumpur  
Tel: 1-800-88-7233 / 03-21471900  
Fax: 03-21471901

E-mail: [contact@ustrade.com.my](mailto:contact@ustrade.com.my)

## 7 TERMS AND CONDITIONS APPLICABLE TO BOND TRANSACTIONS

I/ We understand and acknowledge that I/ we have read the terms and conditions below with effect from the date of my/ our signing and agreeing to the terms and conditions, they will apply and govern all orders from me/ us as a Qualified Person (as defined below) to UOBKH Group for Unlisted Bonds.

I/ We are required to complete the Application for UOBKH Group to enter into contracts with me/ us but only if I/ we am/ are a Qualified Person (as defined below) and wish to enter into Unlisted Bond ("Bond") transactions with UOBKH Group and are agreeable to the terms and conditions.

### SCOPE

1. Application: The clauses in this Part apply to transactions in Unlisted Bonds effected by me/ us (who may also be referred to as the "Client") from time to time pursuant to my/our orders/instructions.

Please note that the terms and conditions in this Part are intended to be read in conjunction with:-

- (i) the Master Trading Agreement
- (ii) terms for electronic trading facilities and
- (iii) the terms and conditions relating to investment ("Investment Terms") together with all advice and confirmations issued by UOBKH Group in respect of any bond transactions, constitute a supplement to, form an integral part of and will be governed with these Terms and Conditions, will govern all my/ our bond transactions described here from time to time to be concluded with or through UOBKH Group, it being understood that I/ we would not otherwise enter into any transactions. My/ Our transactions in Bonds with UOBKH Group shall therefore be subject to the Terms and not merely the clauses in this Part.

2. Specific Terms for Transactions in Bonds:

#### Precondition:

UOBKH Group intends to and will only trade in Bonds with Qualified Persons and then only as principal to such persons and I/ we therefore understand and acknowledge that UOBKH Group will not deal or consider dealing with me/ us if I/ we am/ are not a Qualified Person.

As either the net asset test (and in particular any liabilities I/ we may have) for determining whether I/ we am/ are an accredited investor or to ensure that I/ we have the substantive personal financial resources available for determining whether I/ we am/ are substantively a Qualified Person depends on UOBKH's full knowledge of my/ our financial conditions. Only I/ we am/ are in a position to properly and ultimately determine whether I/ we am/ are a relevant Qualified Person. Therefore in giving any and every order for bond dealing, I/ we represent, warrant and undertake in favour of UOBKH with full intent that UOBKH Group relies on its correctness as a material condition in agreeing to accepting my/ our order that I / we am/are, after relevant due diligence on my/ our financial status and resources, a Qualified Person as indicated in my/ our acknowledgement below.

I/ we also undertake in favour of UOBKH that should I/ we cease to be a Qualified Person as indicated in my/ our acknowledgement below, I/ we will notify UOBKH accordingly and cease any further dealings with UOBKH Group with respect to the Bonds.

I/ we also acknowledge and confirm that should it be discovered after the event that my/ our representation warranty and undertaking with respect to any Bond transaction concluded with or through UOBKH Group was wrong, that the transaction shall be voidable at the option of UOBKH Group but without prejudice to its rights to recover damages for my/ our misrepresentation, breach of warranty and undertaking.

3. Bond Trading Only As Principal

UOBKH Group will only trade bonds with me/ us as principal to me/ us (and therefore expressly without the assumption of any advisory or fiduciary duties to me/ us) and then only subject to its standard terms for bond trading.

4. Sophisticated Investors and qualifies as the Qualified Person as per Schedule 6 and/or Schedule 7 of the Capital Market and Services Act 2007 (CMSA)

As it is a condition for me/ us to be a Qualified Person for both the purposes of the CMSA, I/ we must also note that UOBKH Group may solely rely on my declaration as Sophisticated Investor and in compliance with Schedule 6 & 7 of CMSA in situation where I/we are exempted from providing supporting documents as proof of my/our status as Sophisticated Investor.

5. Commissions and Mark-Ups

As I/ we am / are trading Bonds with UOBKH Group as principal, I/ we acknowledge and agree that I/ we will be charged a marked up on all trades (generally referred to in market parlance as a "spread") UOBKH executes on my/ our behalf with other financial institutions. My/ Our Bond Contract will be issued on a net contract value basis.

6. Provision Of Bond Dealing Services By UOBKH

In consideration of UOBKH agreeing at its discretion from time to time to provide me/ us information on Bonds and allowing me/ us to transact with UOBKH in such Bonds on my/ our initiative and responsibility and for my/ our personal benefit, I/ we hereby declare, warrant and agree that:-

- (a) I/ We have read, understood, accepted and agreed to the terms and conditions set out in this Risk Disclosure Statements for the provision of Bond Dealing Services to me/ us;
- (b) I/ We acknowledge and agree to the terms and conditions in this Risk Disclosure Statements, forming part of the terms of the Master Trading Agreement, to be read with together with UOBKH's terms for electronic trading facilities which UOBKH Group sends out or make available information with respect to Bonds that may be dealt in with UOBKH Group; and
- (c) I/ We am/ are, after careful personal consideration, an accredited investor within the meaning as defined in Sophisticated Investors and qualifies as the Eligible Investors as per Schedule 6 and/or Schedule 7 of CMSA (Qualified Person).

## 8 RISK DISCLOSURE STATEMENT FOR BOND TRADING

This disclosure statement discusses only some of the characteristics and risk of trading bonds through and with UOBKH Group. Before trading bonds, I/ we should consider consulting a qualified wealth advisor who can provide advice on whether particular investments suit my/ our financial goals and for my/ our full understanding of the bonds that I/ we may choose to transact in. Please be reminded that UOBKH Group merely provides execution services and does not

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provide specific or any trading or investment advice or recommendation. UOBKH Group also claims the benefit of all exemptions available to it for dealing with the Client as an accredited investor under CMSA. UOBKH Group will not monitor my/ our trades and investments to determine if they are appropriate or suitable for my/ our financial needs or otherwise.

Before trading any particular bond, I/ we should understand the specific terms of the particular bond, including its credit rating, maturity, interest rate, whether it is callable, and other relevant information.

More information on bond trading can be found on amongst others, the following website sponsored by the Securities Industry and Financial Markets Association: [www.investinginbonds.com](http://www.investinginbonds.com).

### **General Risks of Bond Trading**

Trading bonds may not be suitable for all investors. Although bonds are often thought to be conservative investments, there are numerous risks involved in bond trading. The prices of bonds may move up or down, and there is the risk that they may become valueless. If I/ we am/ are uncomfortable with any of the risks involved, I/ we should not trade bonds.

#### **1. Credit Risks**

There is a credit risk involved with trading bonds. When I/ we purchase a corporate bond, I/ we am/ are lending money to a company. There is always the risk that the issuer or even the guarantor (where the bond is packaged with guarantee) may default. If this happens, I/ we will not receive my/ our investment back. This is a risk of which I/ we must be aware. Credit risk is figured into the pricing of bonds. There is a prepayment risk involved. Prepayment risk involves the scenario where an issuer “calls” a bond. If this happens, my/ our investment will be paid back early. Certain bonds are callable and others are not, and this information is detailed in the prospectus. Corporations may call their bonds when interest rates fall below current bond rates.

#### **2. Market Risk**

There is an interest rate risk associated with bonds. Changes in interest rates during the term of any bond may affect the market value of the bond prior to call or the maturity date. Prices of bonds generally move in opposite direction with interest rates during the tenor of the bond. Bond prices generally fall when interest rates rise during the tenor of the bond.

#### **3. Liquidity Risks**

There is the risk that there may be no active secondary market quotations for the bonds. Unless the bonds are held to maturity, the lack of buyers or the sale price may be much lower than the amount invested or the bond holder may receive upon maturity. A lack of buyers or sellers in the market may lead to investors not being able to execute the trade or may be forced to trade at a value significantly away from the investor’s desired price.

#### **4. Foreign exchange risk**

There is the risk that if the bonds are denominated in a foreign currency, exchange rate fluctuations may have an adverse impact on the value of the bonds.

## **9 ACKNOWLEDGEMENT AND DECLARATION BY APPLICANT FOR SUBSCRIPTION OF BONDS**

I / We hereby solemnly declare that I/ we have read and am/are fully aware of the full Terms And Conditions Governing Bond / Sukuk Investment Account (“Terms and Conditions”) as stipulated below:

### **1. Definitions**

The following words and expressions shall have the following meanings assigned to them unless the context otherwise requires:-

“Account” means the Investment Account opened and maintained with UOBKH Group for transactions in relation to Bonds / Sukuk and under this Terms and Conditions.

“Accountholder(s)”, “I/ We” or “My/ Our” means an accountholder of the Investment Account, whether singly or jointly, and shall include my/ our respective personal representatives, successors-in-title and permitted assigns.

“Applicable Law” means all relevant or applicable statutes, laws, rules, regulations, guidelines (including but not limited to Securities Commission’s guidelines) directives and circulars (whether issued by any court, tribunal, government body or authority or self-regulatory organisations with jurisdiction over UOBKH Group or any other person within the Group).

“Bond” or “Bonds” means debt instruments which are fixed income security or debt security with a fixed maturity date issued by the Issuer.

“Bond / Sukuk dealer” means the Personnel or any other third party that UOBKH Group may engage to sell Bonds / Sukuk.

“Bond / Sukuk Documents” means the information memorandum or prospectus issued by the Issuer or the term sheet or Product Disclosure Sheet issued by UOBKH Group relating to the Bonds / Sukuk.

“Business Day” means a day on which the Bank is opened for Bond trading.

“Code” means the Internal Revenue Code of 1986 issued by the US.

“Custodian” means any bank, merchant bank, trust company, nominee company, depository or member firm of any securities exchange appointed by UOBKH Group as custodian of my/our Bond / Sukuk, including where the context permits, its Sub-Custodian.

“Dealing Day” means a day on which the Bond / Sukuk dealer accepts dealings in the Bond / Sukuk.

“FATCA” means sections 1471 through 1474 of the Code and the regulations and other guidance issued under the Code, each as amended from time to time (commonly known as the Foreign Account Tax Compliance Act) (“FATCA”) or any other agreement entered into with or between authorities for the implementation of FATCA.

“Group” means UOBKH Group branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of Malaysia.

“Issuer” means any government, corporation, banks, public utilities or such other entity(ies) being the issuer of the Bond / Sukuk.

“Legal Process” may include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under any written law and such notices under the Insolvency Act 1967.

“Personal Data” means any information that relates directly or indirectly to an individual, which for the purpose of these Terms and Conditions may include, but is not limited to, name, address, occupation, contact details, information captured on security systems (including an image recording on Closed Circuit Television (CCTV)), information contained in the Account held by me/ use either singly or jointly with any other person, the type of products and/or services that I/ we have subscribed to with UOBKH Group and such other necessary data regarding myself/ ourselves and my/ our transactions with UOBKH Group.

“Personnel” means UOBKH Group director(s), officers, employees, servants and agents.

“Process Service Agent” means an agent appointed by me/ us and who has accepted my/our appointment, to accept service of all Legal Process arising out of or connected to the Account and / or the Services on my/ our behalf.

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“Sophisticated Investors” means any person who meets at least one of the following requirements:-

- (i) has total net personal or joint assets with my spouse exceeding three million ringgit (RM3,000,000.00) or its equivalent in foreign currencies, excluding the value of the individual’s primary residence;
- (ii) has a gross annual income exceeding three hundred thousand ringgit (RM300,000.00) or its equivalent in foreign currencies in the preceding twelve (12) months; or
- (iii) has a gross annual income exceeding four hundred thousand ringgit (RM400,000.00) or its equivalent in foreign currencies in the preceding 12 months, jointly with my spouse.

Applicable to Entity/ Corporate, “Sophisticated Investors” means any entity who meets at least one of the following requirements:

- (ii). A corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts; or
- (ii). A partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies; or
- (iii). A company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding RM10 million or its equivalent in foreign currencies; or
- (iv). A corporation that is a public company under the Companies Act 1965 which is approved by the SC to be a trustee under the CMSA and has assets under management exceeding RM10 million or its equivalent in foreign currencies; or
- (v). A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967; or
- (vi). A statutory body established by an Act of Parliament or an enactment of any State.

I/ We hereby declare that I/we fall under the definition of Sophisticated Investors and qualifies as the Eligible Investors as per Schedule 6 and/or Schedule 7 of the Capital Market and Services Act 2007 as above. If I/ we fall under OTHER category/type of investor as provided herein per Schedule 6 and/or Schedule 7 of the CMSA 2007 (as amended, consolidated or re-enacted), I/we shall separately inform the Company.

“Services” means any services rendered or to be rendered by UOBKH Group to me/us pertaining to the Bond / Sukuk asset in this Terms and Conditions including but not limited to purchasing and selling the Bond / Sukuk.

“Sub-Custodian” means any bank, merchant trust company, asset management company, nominee company, depository or member firm of any securities exchange appointed by UOBKH Group or the Custodian as sub custodian of my/ our Bond / Sukuk and / or as an administrator to assist UOBKH Group to carry out transactions pertaining to the Bond / Sukuk.

“Sukuk” are Islamic securities that are structured in a way to generate returns to investors that are issued and traded in compliance with the principles of Shariah, which prohibit “riba” or interest.

“Terms and Conditions” means these Terms and Conditions governing Bond / Sukuk Investment Account (including any variation or addition hereto as UOBKH Group may prescribe from time to time).

“Third Party Data Subject” means a person whose Personal Data I/ we have provided to UOBKH Group and Custodian bank(s) and may include, but is not limited to, my/ our mandatee, next-of-kin, dependents, individual guarantors, and security providers.

“US” means United States of America.

“US Person(s)” means a US citizen or resident individual, a partnership or corporation organised in the US or under the laws of the US or any state of the US, a trust if (i) a court within the UOBKH GROUPS would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of trust, and (ii) one or more US Person(s) have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US. This definition shall be interpreted in accordance with the Code. Please note that persons who have lost their US citizenship and who live outside US may nonetheless in some circumstances be treated as a US Person(s).

## 2. Terms And Conditions

These Terms and Conditions will govern the Account UOBKH Group provide to me/ us and the Services. By opening, maintaining and using the Account, I/ we agree to be bound by these Terms and Conditions. I/ we am/ are deemed to have read, understood and accepted every term.

## 3. Opening Of Account And Account Eligibility

3.1 Prior to using the Services, I/ We must open and maintain an Investment Account with UOBKH Group for custodian of bonds and keeping trust fund for settlement purpose and will be designated as the “Settlement Account” to facilitate payment in relation to the Bond / Sukuk and / or Services which shall include but not limited to purchase / subscription, coupon /profit payment, redemption, fees and charges.

3.2 To be eligible to open the Account, I/ we must be a non-US Person, aged eighteen (18) years and above on the application date and Qualified Person.

3.3 In opening the Account, I/ we must execute UOBKH Group standard Account Application Form and shall give UOBKH Group such mandate (if any),specimen signature(s) and any other document(s) required by UOBKH Group. UOBKH Group can, at own absolute discretion decline any Account application without giving any reason.

3.4 I/ we agree that in addition to the terms and conditions set out in the application form for opening of the Account and these Terms and Conditions, the Account shall also be governed by and subject to UOBKH Group practices as applicable from time to time and the rules and regulations of Securities Commissions or any other authority having jurisdiction over UOBKH Group.

## 4. Mandate / Instructions

4.1 Operating Mandate to operate or use the Account:-

- (a) I/ We must give UOBKH Group and Custodian Nominee banks all information about myself/ ourselves; and
- (b) where the Account is a joint account, I/ we must give UOBKH Group and Custodian Nominee the mandate / authority to operate the Account.

4.2 Change of operating mandate:-

- (a) I/ We must notify UOBKH Group promptly in writing of any change or variation in the operating mandate or when I/ we want to change my/ our signature; and
- (b) UOBKH Group shall be entitled to a reasonable period of time (of not less than five (5) Business Days from receipt) to process such notification of change. UOBKH Group may, upon its own assessment, act on any instructions signed by me/ us before UOBKH Group process such notification of change.

4.3 Instructions:-

- (a) Unless stated otherwise in these Terms and Conditions, all instructions given by me/ us are irrevocable and binding on me/ us.
- (b) UOBKH Group shall be entitled to refuse to accept or act on any instructions, whether for a transaction or any matter relating to the Account and / or the Bond / Sukuk, if:-
  - (i) UOBKH Group are unable to verify my/ our identity to UOBKH Group satisfaction;
  - (ii) UOBKH Group have any doubt on the authenticity, clarity or completeness of the instructions;
  - (iii) the form or content of such instructions is not in accordance with the requirements or policies or practices as UOBKH Group prescribed from time to time;

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- (iv) the instructions is not in accordance with the mandate(s) for the time being in effect in respect of the operation of such Account;
- (v) UOBKH Group believes or suspects that the instructions are unauthorised, fraudulent or forged;
- (vi) the signature on the instructions differs from the specimen signature in UOBKH Group records; or
- (vii) an Event of Default has occurred or is continuing

4.4 UOBKH Group may act upon any instructions which UOBKH Group believe in good faith to be given by me/ us, without inquiry as to:-

- (a) the identity or authority of the person giving or purporting to give such Instructions; or
- (b) the authenticity of such instructions even though:-
  - (i) that such instructions may conflict with other instructions given by me/ us to UOBKH Group; or
  - (ii) any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instructions.

4.5 On the death, mental incapacity, bankruptcy or dissolution of any Accountholder, UOBKH Group may at UOBKH Group absolute discretion freeze or suspend the Account and the Services without being liable to me/ us until UOBKH Group receive to UOBKH Group satisfaction the evidence of the person(s) who have the legal authority to operate the Account and deal with the Bond / Sukuk.

4.6 I/ We acknowledge that UOBKH Group may implement any security procedures and features UOBKH Group deem appropriate and / or necessary from time to time to verify my/ our identity and that the instructions in respect of the Account and / or Services have been provided by me/ us to UOBKH Group. Without prejudice to the foregoing, UOBKH Group may require confirmation of any instructions from me/ us in any form or manner as UOBKH Group deems appropriate.

#### **5. Joint Accountholder / Investments In Joint Names**

5.1 For joint account, UOBKH Group shall act in accordance with my/ our joint mandate unless UOBKH Group:-

- (a) receive ambiguous or conflicting instructions in connection with the Account or in respect of the Bond / Sukuk;
- (b) prior to acting on the instructions from an Accountholder, receive contradictory instructions from another Accountholder;
- (c) receive instructions in connection with the closure of the Account(s); or
- (d) become aware of any dispute;

whereupon UOBKH Group shall be entitled to decline to act and to insist to act only on the instructions of all the Accountholders. In all and any of the cases set out in this Clause, UOBKH Group shall have no liability to any of joint Accountholders for so acting or refusing to act.

5.2 I/ we may request for another Accountholder to jointly hold the Bond / Sukuk with me/ us, subject to the following conditions:-

- (a) the joint Accountholder must either be my spouse, sibling, parent or child aged 18 and above;
- (b) each individual Accountholder must be Qualified Investor; and
- (c) each individual Accountholder must not be a US Person.

5.3 Where the Account is in joint names:-

- (a) each Accountholder shall be jointly and severally liable for all liabilities incurred in respect of the Bond / Sukuk, the Services and under this Terms and Conditions (including any amendments from time to time);
- (b) each Accountholder agrees to be jointly and severally bound by this Terms and Conditions (including any amendments from time to time), the terms and conditions in the Bond / Sukuk Investment Action form, the Bond / Sukuk Documents and the confirmation note / advice setting out the terms applicable to the Bond /Sukuk and the Services;
- (c) if the account mandate is for any one Accountholder to deal with the Account (including but not limited to withdrawals, instructions (whether oral, written or otherwise) and closure of the Account), I/ we agree that UOBKH Group shall be entitled to act on the instructions from only one Accountholder and I/ we shall be jointly and severally liable for all transactions arising from such instructions regardless of whether I/ we:-
  - (i) are aware of;
  - (ii) agree with; or
  - (iii) would benefit from or suffer any loss arising from;such instructions from the other Accountholder.

5.4 None of the Accountholders shall be discharged, nor shall his liability be affected by, any discharge, release, time, indulgence, concession, waiver or consent at any time given or affected in relation to any one or more of the other Accountholders.

5.5 UOBKH Group will only send one notice or communication to the mailing address specified by the Accountholders in writing in accordance with the mandate for the time being in respect of the Account, and this notice or communication shall be deemed to have been sent all Accountholders.

5.6 The doctrine of survivorship shall apply to any Account opened in joint names of more than one person.

5.7 On the death of any joint Accountholder:-

- (a) UOBKH Group may at its absolute discretion suspend the Account and the Bond / Sukuk without being liable to each of the Accountholder; and
- (b) UOBKH Group are authorised to hold the Bond / Sukuk in the Account to the order of the surviving Accountholder without prejudice to any right which UOBKH Group may have against such Bonds / Sukuk arising out of, amongst others, any lien, charge, pledge, set-off, or any actual or contingent claim or counterclaim. Any action taken by UOBKH Group pursuant to instruction given by the surviving Accountholder shall be binding on each of the Accountholder and their respective heirs, personal representatives and successors.

#### **6. Risk Acknowledgement**

6.1 I/ We agree and accept that I/ We have –

- (a) considered my/ our objectives and financial situation;
  - (b) read and understood the Product Disclosure Sheet and the Risk Disclosure Statement;
- and that I/ we agree to and accept the risks in relation to the Bond / Sukuk investment.

6.2 I/ we recognize and acknowledge that Bond / Sukuk investments are inherent with the following risks and I/ we agree to accept such risks:-

- (a) General Risk Disclosure for Bond / Sukuk investment:
  - (i) As the Bonds / Sukuk are issued by the Issuer, any obligation to me/ us is owed by the Issuer only.
  - (ii) UOBKH Group has no obligation to me/ us, unless specifically stated.
  - (iii) The Bond / Sukuk investments are not guaranteed by UOBKH Group and are not government insured, unless specifically stated.
  - (iv) Bond / Sukuk investments involve investment risks and possible loss of entire amount invested.
- (b) Specific Risk Disclosure for Bond / Sukuk investment:
  - (i) Market Risk – The Bond / Sukuk investment would be affected by changes in the particular financial market or markets, to which the transaction is linked, and I/ we will be exposed to price, currency exchange, interest rate or other volatility in that market or markets. I/ we understand that substantial losses on the Bond /Sukuk investment may be sustained if the market conditions move against its position.

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- (ii) Credit Risk – I/ We assume the credit risk of the Issuer. The Bond / Sukuk investment is not a bank deposit, is not government insured, is not an obligation of nor is it guaranteed by UOBKH Group, its Group of Companies unless specifically mentioned otherwise. If UOBKH Group is not the Issuer of the Bonds / Sukuk, I/ we understand that the contractual third party Issuer will be liable to me/ us under the Bond / Sukuk investment purchased by me/ us. Accordingly, I/ we have taken into account all risks associated with the third party Issuer, including the third party Issuer's financial standing.
- (iii) Liquidity Risk – During adverse market conditions, UOBKH Group may not be able to liquidate all or part of its Bond/ Sukuk investments as and when I/ we require. In addition, certain Bonds / Sukuk may not be marketable and as such cannot be liquidated before the maturity date.
- (iv) Coupon / Profit Payment and Settlement Risk – For coupon / profit payment and settlement at the maturity date, proceeds will be paid to me/ us only after receipt of payment by UOBKH Group. Payment to me/ us may take up to 5 Business Days from the date of receipt of payment by UOBKH Group.
- (v) Sovereign Risk – Payment of Bond / Sukuk investments may be affected by the economic and political events in the country of the relevant Issuer. The occurrence of a sovereign risk event could result in the loss of all or a portion of the amount invested should, as a result of any economic or political circumstances, payment be made in the local currency of the relevant Issuer instead of the original invested currency.
- (vi) Currency Risk – If I/ we am/ are investing in Bonds / Sukuk denominated in non-local currency, I/ we should be aware of the risk of exchange rate fluctuations that may result in a loss of the entire amount invested. The fluctuations in foreign currency rates have an impact on the profit / loss and the Bonds / Sukuk where the transaction is denominated or settled in a different currency from the currency where I/ we carry on UOBKH Group Bond/ Sukuk ordinary business or keep my/ our accounts. I/ We may also be exposed to exchange controls which may from time to time be imposed by governmental or regulatory authorities of the jurisdiction issuing the relevant currencies and which may have an impact on the convertibility or transferability of a currency.
- (vii) Default Risk - As the Bond / Sukuk is issued by the Issuer, this Bond / Sukuk investment is dependent on the credibility of the Issuer. In the event the Issuer defaults, there is a possibility that I/ we will not receive any coupon / profit payment and / or settlement amount of the Bond / Sukuk and I/ we may lose all or part of the amount invested.

(c) Non-Participation Risk Disclosure

I/ We understand, agree and accept that in respect of any transaction described in Clause 32 below, it is a material term of UOBKH Group willingness and agreement to provide me/ us or continue to provide me/ us the Services, or any part thereof, that neither UOBKH Group, the Custodian nor the Sub-Custodian, as holder(s) of the Bonds / Sukuk (or any part thereof), will act on or do, or is obliged or required to act on or do, all or any of the things set out in sub-Clause 32.4 below.

6.3 I/ We agree and acknowledge that the list and description of the associated risks contained in the preceding paragraphs are not exhaustive and further assessment and analysis on the risks will have to be made by me/ us before I/ we purchase / subscribe any Bonds / Sukuk.

**7. Information On The Bond / Sukuk**

7.1 When I / we request to purchase / subscribe any Bonds / Sukuk, UOBKH Group will give me/ us the most recent published editions of the Bond / Sukuk Documents available to us in respect of the Bonds / Sukuk.

7.2 If the Issuer issues subsequent or supplemental documents to the Bond / Sukuk Documents in respect of the Bonds / Sukuk, UOBKH Group may, at my/ our request, make available such subsequent or supplemental documents for inspection or collection at any of UOBKH Group designated branches.

7.3 I / we acknowledge that the Bond / Sukuk and its issuance are subject to the provisions of the Bond / Sukuk Documents.

7.4 The Bond / Sukuk Documents may include:-

- (a) materials produced by UOBKH Group;
- (b) materials produced and provided to UOBKH Group by the Issuer; and / or
- (c) statistical information on past performances of the relevant Issuer.

7.5 I / we acknowledge and agree that the Bond / Sukuk is made only on the basis of the information contained in the relevant Bond / Sukuk Documents. All other information or representation from the Personnel must be regarded as unauthorised and must not be relied upon by me/ us. Any actions made by UOBKH Group pursuant to the Services are not to be seen as a recommendation by UOBKH Group of the Bond / Sukuk and UOBKH Group accepts no responsibility for the Bond / Sukuk or its performance.

7.6 I/ we further acknowledge and agree that UOBKH Group will not be responsible or liable to me/ us for:-

- (i) any losses which I/ we may suffer or incur in connection with any transactions entered into or steps taken or failed to be taken by me/ us in reliance of the Bond / Sukuk Documents; and
- (ii) any error, misstatement or omission in any Bond / Sukuk Documents to the fullest extent permitted by law

**8. Representations And Warranties**

8.1 UOBKH Group acceptance of my/ our application for the opening of the Account and the provision of the Services are in reliance on the following representations and warranties made by me/ us, all of which must be complied with in all material respects throughout the maintenance of the Account:-

- (i) I/ we have full capacity and authority to open, maintain and operate the Accounts for the Bond / Sukuk I/ we currently have or may in future have with UOBKH Group and to give UOBKH Group instructions in connection with the Account and Services and to accept and agree to these Terms and Conditions;
- (ii) no person other than I/ we have an interest in Account and/or Bond / Sukuk;
- (iii) I/ we have not created any lien, charge, pledge, transfer, assignment or otherwise encumber the monies in the Account;
- (iv) I/ we have not committed any act of bankruptcy and that no bankruptcy proceedings have been commenced or are being threatened against me/ us;
- (v) no Event of Default has occurred or is continuing;
- (vi) I/ we am/ are not in default under any agreement and no litigation, arbitration or administrative proceedings are presently current or threatened which might materially affect my/ our solvency or otherwise impair or affect my/ our ability to perform my/ our obligations under this Terms and Conditions;
- (vii) no violation of any provision of any law, court orders and judgment has been committed by me/ us;
- (a) all documents, particulars and declarations furnished by me/ us in respect of its application for the Account, the Services and the Bond / Sukuk are accurate and correct in all respects;
- (b) I/ we am/ are not aware of and have not intentionally withheld any information or fact which may result in or give rise to the opening of the Account and/or the Bond / Sukuk, causing UOBKH Group to breach any Applicable Law;
- (c) I/ we am/ are not involved in any illegal activities and all monies provided to UOBKH Group are not derived in anyway from illegal activities;
- (viii) I/ we am/ are not relying on any communication from UOBKH Group as investment advice or as a recommendation to enter into a transaction. I/ we understand that information and explanations from UOBKH Group related to the terms and conditions of the Bond / Sukuk and / or the Bond / Sukuk Documents will not be considered as investment advice or are recommendation from UOBKH Group to enter into an investment;
- (ix) I/ we accept that the Bond / Sukuk is subject to investment risks more particularly set out in Risk Disclosure Statement and Clause 6.2 above, including possible loss of the principal amount invested and I/ we am/ are fully aware of the risks involved in investing in the Bonds, and will obtain from UOBKH Group or the Issuer or the Bond / Sukuk dealer an up to-date version of the Bond / Sukuk Documents available as at the date of any transaction;
- (x) I/ we am/ are a Qualified Investor; and

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(xi) I/ we am/ are not a US Person.

8.2 My/ Our representations and warranties contained in this Clause 8 shall survive so long as I/ we maintain the Account with UOBKH Group.

### **9. Financial Crime Representations and Warranties**

9.1 UOBKH Group shall be entitled to take all actions that UOBKH Group considers appropriate for its own to meet any obligation or requirement, either in Malaysia or elsewhere, in connection with the detection, investigation and prevention of financial crime including fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction ("Financial Crime").

I/ we understand and agree that if any activities, conduct or circumstances I/ we am/ are involved in (directly or indirectly) expose UOBKH Group to legal or reputational risk, or actual or potential regulatory or enforcement actions, UOBKH Group shall at any time, without giving any reason, have the right to immediately: -

(a) exercise all UOBKH Group rights stated in Clause 18;

(b) close all accounts and terminate all services I/ we have with UOBKH Group;

(c) make reports and take such other actions as UOBKH Group may deem appropriate.

I/ We undertake that I/ we will not initiate, engage in or effect a transaction (directly or indirectly) that may involve Financial Crime and agree to hold UOBKH Group harmless, indemnify UOBKH Group and keep UOBKH Group indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which UOBKH Group may suffer or incur in connection with or arising from any breach by me/ us of this undertaking.

9.2 I/ We represent and warrant that I/ we have not engaged in any activity or conduct or have not taken any action, directly or indirectly, that would violate any applicable anti-bribery and anti-corruption law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (the "MACCA"). I/ We further represent and warrant that I/ we, to my/ our best knowledge, are in compliance with the MACCA and similar laws, rules and regulations.

### **10. Purchase / Subscription And Redemption Of Bonds / Sukuk**

10.1 I/ We may:-

(i) apply for the purchase / subscription of any Bond / Sukuk; and / or

(ii) redeem any Bond / Sukuk,

by completing and submitting the Bond / Sukuk Investment Action Form and / or such other forms as may be prescribed at UOBKH Group discretion from time to time. For this purpose, I/ we hereby irrevocably authorise UOBKH Group to earmark the Account without further notice and reference to me/ us for such sum of monies for payment of the purchase / subscription of the Bond/ Sukuk. I/ We further agree that when so requested by UOBKH Group, I/ we shall forthwith credit sufficient funds in the Account for the purchase / subscription of the Bond / Sukuk. I/ We acknowledge that UOBKH Group shall have no obligation to proceed with the purchase / subscription of the Bond / Sukuk if monies in the Account are insufficient to settle the purchase /subscription price of the Bonds / Sukuk.

10.2 I/ We must give careful consideration to every Bond / Sukuk. I/ We shall make an independent decision to purchase / subscribe the Bond / Sukuk, and seek advice from my/ our professional advisers as to whether the Bond / Sukuk is appropriate or suitable or me/ us. I/ We should not rely on any communication from UOBKH Group and its representatives as investment advice or as a recommendation to enter into a transaction. I/ We agree and accept that UOBKH Group does not owe a fiduciary duty or any other duty or care and skill to me/ us and understand that information and explanations related to the terms and conditions of a Bond / Sukuk and / or the contents in the Bond / Sukuk Documents will not be considered investment advice or a recommendation to purchase / subscribe the Bond / Sukuk.

10.3 UOBKH Group may, upon its assessment, choose not to accept my/ our application in respect of the purchase / subscribe or redemption of any Bond / Sukuk or refuse to act on any of my/ our Instructions.

10.4 The purchase / subscription of the Bond / Sukuk that UOBKH Group submit for me/ us in accordance with my/ our instructions shall be made in UOBKH Group name or the Custodian's name. Any contract note, transaction or confirmation statements / advices issued by the Bond / Sukuk dealer in respect of the Bond / Sukuk will be delivered directly to UOBKH Group or the Custodian, and any Bond / Sukuk allocated by the Bond / Sukuk dealer pursuant to the purchase / subscription request is to be held by UOBKH Group or the Custodian for and on behalf of me/ us, and if necessary registered in UOBKH Group name or the Custodian's name, on my/ our behalf.

10.5 I/ We acknowledge and agree that: -

(i) the Bond / Sukuk dealer is not obliged to accept any purchase / subscription request that UOBKH Group submit on my/ our behalf in whole or in part;

(ii) UOBKH Group and the Custodian will not be responsible for ensuring that the Bond / Sukuk dealer allocates any Bond / Sukuk for me/ us and UOBKH Group will not be liable for any losses, including any loss of investment opportunity of which I/ We may suffer as a result of any rejection or delay in accepting the purchase / subscription request by the Bond / Sukuk dealer; and

(iii) UOBKH Group or the Custodian's responsibility is solely to carry out the instructions given by me/ us to UOBKH Group subject to this Terms and Conditions.

10.6 UOBKH Group is not required to do anything outside of normal Malaysian banking business hours. If UOBKH Group:-

(i) receive instructions from me/ us on purchase / subscription request or request for redemption, UOBKH Group will use all reasonable endeavours to fax or deliver the request to the Bond / Sukuk dealer so that it is placed on the same Dealing Day failing which, the request will be placed on the next business day;

For the purposes of this clause, UOBKH Group will provide me/ us upon request with information on the Dealing Day and cut-off times for receiving purchase / subscription and redemption requests.

10.7 All instructions given by me/ us in respect of the Bond / Sukuk are irrevocable and binding on me/ us.

10.8 UOBKH Group will not be liable for any delay in carrying out a request or instruction in relation to the Bond / Sukuk due to a break down or failure to transmission or communication infrastructure, or for any other cause beyond UOBKH Group control.

10.9 I/ We shall only be entitled to the Bond / Sukuk upon:-

(i) the issuance of an order confirmation or statement by UOBKH Group or the Custodian to me/ us, confirming the purchase /subscription of the Bond / Sukuk; and

(ii) full settlement by me/ us of the subscription / purchase price of the Bond / Sukuk.

10.10 For the avoidance of doubt, all payments in cash to be made by me/ us to UOBKH Group under this Terms and Conditions shall, unless provided otherwise in under this Terms and Conditions, be net of all fees, charges, costs and expenses imposed or incurred by me/us in respect of the Bonds / Sukuk. If UOBKH Group or the Custodian receives any payment for the Bond / Sukuk on my/ our behalf, UOBKH Group or the Custodian will, as soon as practicable, credit the payment into the Account. UOBKH Group and the Custodian will not be responsible for confirming the adequacy of monies in respect of any of the Bonds / Sukuk received by UOBKH Group on behalf of me/ us.

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10.11 If, at any time and for any reason the Issuer instructs UOBKH Group or the Custodian, as the registered holder of the Bond / Sukuk, to divest, transfer or otherwise dispose of any of the Bond / Sukuk in accordance with the terms and conditions governing the operation of any Bond / Sukuk, UOBKH Group shall promptly seek my/ our instructions as to how I/we wish to proceed. If UOBKH Group do not receive my/ our instructions within the specified time frame and / or I/ we fail to agree on a satisfactory course of action with the Issuer within any time period specified for this purpose, UOBKH Group shall proceed to redeem, or procure the Custodian to redeem without further reference to me/ us, the relevant Bond / Sukuk and pay the proceeds to me/us in the following manner:-

- (i) if the proceeds are in the form of money, the proceeds will be paid into the Account;
- (ii) if the proceeds are in the form of another Bonds / Sukuk, such Bond / Sukuk shall be credited into the Account.

10.12 UOBKH Group are not obliged to provide any Services for purchase / subscription of any Bond / Sukuk that will not be registered under UOBKH Group name, the Custodian or the Sub-Custodian.

10.13 The issued prices and the redemption prices are determined by the Issuer on the issuance day of the Bond / Sukuk. Any price or value given by UOBKH Group in respect of any Bond / Sukuk is indicative only and will not be final and binding unless UOBKH Group confirm such price or value in writing.

10.14 I/ We may not redeem any Bond / Sukuk until (a) after the Bonds / Sukuk have been successfully registered under UOBKH Group name; and (b) I/we have paid for the Bond / Sukuk in full including payment of interest / charges for late settlement, fees, commission, taxes, duties, levies, brokerage and other banking charges (if any).

10.15 The purchase / subscription price for the Bonds / Sukuk must be paid for in full on the settlement date for the Bond / Sukuk, failing which, UOBKH Group shall have the right to, without further reference and notice to me/ us, sell the unpaid Bond / Sukuk at anytime at such price and on such terms as UOBKH Group think fit in accordance with Clause 15(ii) below. Any losses suffered or expenses incurred by UOBKH Group on such sale, with interest / charges at the rate to be solely determined by UOBKH Group, shall be deemed as a debt due from me/ us to UOBKH Group and shall be repayable immediately by me/ us on demand. Any profit or gain made on the Bond / Sukuk shall be forfeited by UOBKH Group and I/ we shall have no claim whatsoever on such profit or gain.

10.16 It is hereby expressly agreed by me/ us that UOBKH Group shall not in any way be liable for any loss or damage howsoever arising or occasioned by any sale or disposal of the Bond / Sukuk whether in respect of pricing, timing or terms thereof or otherwise.

10.17 UOBKH Group, the Custodian or the Sub-Custodian will not be responsible or liable to me/ us in any manner should any document relating to the Bond / Sukuk, the purchase / subscription and redemption transaction be lost, destroyed or misplaced through no fault of UOBKH Group or due to fire, floods, civil commotion, breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not it belongs to UOBKH Group and its Custodian, events of force majeure, that is an unforeseeable event that prevents UOBKH Group from performing its obligation, acts of God or other events or circumstances beyond UOBKH Group and its Custodian control.

10.18 Notwithstanding anything in these Terms and Conditions, UOBKH Group shall have the right to sell the Bond / Sukuk at any time at such price and on such terms as UOBKH Group think fit, if I/ we fail to comply with any applicable laws and regulations including but not limited to the Bank Negara Malaysia's Foreign Exchange Administration Rules.

#### **11. Custody of the Bond / Sukuk**

11.1 UOBKH Group shall be entitled at its absolute discretion to make such arrangements as UOBKH Group think fit for the holding of my/ our Bonds /Sukuk in safe custody, including but not limited to appointing a Custodian. If UOBKH Group have exercised reasonable care and skill in the selection of the Custodian, UOBKH Group shall not be responsible for any act or omission of the Custodian in connection with the Bonds / Sukuk in its custody. If the Bonds / Sukuk are registered in the name of the Custodian, UOBKH Group will instruct the Custodian to record and hold in a separate account in its books all Bonds / Sukuk received and held by it from time to time for me/ us on such terms and in such manner as UOBKH Group may at UOBKH Group absolute discretion determine, and the above shall be disclosed to me/ us upon request.

11.2 I/ We consent that UOBKH Group and the Custodian shall be entitled to appoint a Sub-Custodian in respect of any of the Bonds / Sukuk held by me/ us and / or the Custodian under this Terms and Conditions, on such terms as UOBKH Group may, at its absolute discretion consider appropriate. If UOBKH Group and / or the Custodian have exercised reasonable care and skill in the selection of the Sub-Custodian, UOBKH Group and the Custodian will not be liable or responsible for any act or omission of the Sub-Custodian in connection with the Bonds / Sukuk in its custody.

11.3 Any Bond / Sukuk which UOBKH Group, the Custodian or the Sub-Custodian holds are at my/ our sole risk. UOBKH Group, the Custodian or the Sub-Custodian's duty is solely limited to acting at a bare trustee and to exercise good faith in respect of any action or failure to act in respect of such custody. Neither UOBKH Group nor the Custodian nor the Sub-Custodian are under any duty or obligation to examine or verify the validity or ownership or title to the Bond(s) / Sukuk(s) and neither of UOBKH Group shall be liable to me/ us for any defect in ownership or title.

11.4 UOBKH Group, the Custodian or the Sub-Custodian will execute documents, certificates and such other documents as I/ we reasonably request for fiscal or tax purposes in connection with the Bonds / Sukuk, and will make the applications and / or reports required by law to obtain tax privileges which UOBKH Group may be entitled to in connection with the Bonds / Sukuk, as long as I/ we satisfactorily indemnify UOBKH Group, the Custodian or the Sub-Custodian and provide UOBKH Group, the Custodian or the Sub-Custodian with any evidence to indicate such entitlement as UOBKH Group, the Custodian or the Sub-Custodian may require.

#### **12. Closing and Termination of the Account**

12.1 I/ We can close the Account at the Branch by providing written notice in the form and substance acceptable to UOBKH Group and settling all outstanding amounts (principal, interest / charges and any other costs) if any, due to UOBKH Group.

12.2 Notwithstanding anything in these Terms and Conditions, UOBKH Group may close, withdraw, suspend or terminate the Account and the Services:-

- (a) as UOBKH Group deem fit with prior written notice to me/ us;
- (b) if the Account is dormant with no Bonds / Sukuk in the Account for a continuous period of 12 months, with prior written notice to me/ us;
- (c) if I/ We do not follow UOBKH Group instructions in connection with these Terms and Conditions or if in UOBKH Group opinion I/ We do not comply with any applicable laws and regulations;
- (d) if in UOBKH Group opinion, the Account is not operated in a proper or regular manner;
- (e) if I/ We threaten to breach or I/ We have breached any of these Terms and Conditions or other terms and / or conditions applicable to me/ us or any other agreement whether relating to the borrowing of funds or the granting of advances or credit or otherwise;
- (f) if I/ We give UOBKH Group untrue, inaccurate, incomplete or misleading information;
- (g) if I/ We do not pay on time any amount due to UOBKH Group;
- (h) if I/ We pass away or become incapacitated, mentally unsound, insolvent, bankrupt or subject to judicial proceedings;
- (i) if an event of default occurs under any other agreements or arrangements between UOBKH Group;
- (j) if an investigation by the police, authorities or regulators is pending, on-going or threatened against me/ us;
- (k) if I/ We have been charged or convicted for any criminal offences or have any criminal records;

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- (l) if any report has been lodged against me/ us under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001;
- (m) if my/ our whereabouts are unknown to UOBKH Group;
- (n) if I/ We become a US Person;
- (o) if UOBKH Group, at its absolute discretion, decide that there is any change in the market conditions which would cause the continuation of the Account and the Services to be temporarily or permanently impractical or impossible from a commercial point of view;
- (p) if I/ We use the Account, the Services and / or the Bond / Sukuk for an unlawful activity; or
- (q) if UOBKH Group have notice or is given notification of any changes in my/ our status as a Qualified High Net Worth Investor.

12.3 I/ We cannot use the Account and / or the Services for any unlawful activities. If UOBKH Group find, suspect or have reasons to believe that my/ our Account and / or the Services have been or is being used for any unlawful activity, UOBKH Group may take any actions UOBKH Group consider appropriate in order for UOBKH Group to meet any obligation or requirement in Malaysia or elsewhere in the world in connection with the prevention of any unlawful activity including but not limited to fraud, money laundering, terrorist activity, bribery, corruption or tax evasion or the enforcement of any economic or trade sanction. The actions UOBKH Group may take include immediately closing the Account, terminating the Services and making reports and taking such actions UOBKH Group may decide as appropriate.

12.4 The Services shall automatically and simultaneously be terminated upon the closure of the Account pursuant to this Clause

12.5 UOBKH Group reserve the right, upon UOBKH Group assessment, to cancel, terminate or suspend the Services in whole or in part, at any time with prior notice. For the avoidance of doubt, the cancellation, termination or suspension of the Services by UOBKH Group shall not entitle me/ us to file any claim or compensation against UOBKH Group for any losses or damages suffered or incurred by me/ us whether as a director indirect result of such cancellation, termination or suspension

12.6 If I/ we die, commit an act of bankruptcy or lack mental capacity and the Account is not a joint account, UOBKH Group may at its absolute discretion suspend the Account and the Services without being liable to me/ us until UOBKH Group receive, to UOBKH Group satisfaction, evidence of the person(s) who has the legal authority to operate the Account and deal with the Bonds / Sukuk.

12.7 Upon the closure / cancellation / termination of the Account I/ We must:-

- (a) forthwith execute such documents as may be necessary to transfer the Bonds / Sukuk from UOBKH Group and / or the Custodian to such other party(ies) as may be appointed by me/ us to hold the Bonds / Sukuk on my/ our behalf, failing which, UOBKH Group shall not be held liable for any losses that I/ we may suffer as a result of my/ our inaction or omission;
- (b) pay all fees, costs, charges, expenses, taxes, duties, levies and amounts accrued up to the date of closure /cancellation / termination of the Account; and
- (c) pay UOBKH Group in full for any costs for the transfer of the Bonds / Sukuk.

12.8 Without prejudice to Clause 12.7(a) above, I/ We agree and authorise UOBKH Group to sell such Bond(s) / Sukuk(s) in such manner as UOBKH Group think fit in accordance with Clause 15(ii) below. The net proceeds of the sale shall be credited into the Account or any other account maintained by me/ us at UOBKH Group sole discretion. UOBKH Group shall not be responsible for any loss in the sale of the Bonds / Sukuk or for any loss or depreciation in value of the Bonds / Sukuk arising from or through any cause. I/ We shall irrevocably accept the judgment and discretion of UOBKH Group in respect of the timing, price and terms of sale of the Bond /Sukuk which shall be final, binding and conclusive and shall not be questioned by me/ us on any account.

12.9 Any payment obligation of UOBKH Group to me/ us after closure or cancellation / termination of the Account and / or the Services shall be deemed good and sufficiently discharged in cash, draft or cashier's order or in such other manner as UOBKH Group deem fit.

### **13. Statements, Entries and Verifications**

13.1 UOBKH Group may send me/ us statement of account ("Statement of Account") by ordinary mail at monthly intervals or such other intervals as UOBKH Group may deem fit.

13.2 UOBKH Group may, at my/ our request and at UOBKH Group sole discretion, send a printed statement to me/ us subject to the payment to UOBKH Group of the current prevailing fee as determined by UOBKH Group at UOBKH Group sole discretion.

13.3 I/ We am/ are under a duty to:-

- (i) check all entries in the Statement of Account and / or confirmation advice;
- (ii) report promptly to UOBKH Group any error or omission the Statement of Account and / or confirmation advice;
- (iii) sign and return any confirmation slip, including that related to auditing purposes (if requested to do so); and
- (iv) notify UOBKH Group immediately if I/ we did not receive the Statement of Account and / or confirmation advice and / or official receipt.
- (v) monitor all my/ our transactions, balances and Bonds / Sukuk all the time and report to UOBKH Group when I/ we discover any unauthorized transactions.

13.4 If UOBKH Group do not receive from me/ us a written objection within five (5) days of the date of the Statement of Account or confirmation advice, as the case may be:-

(i) I/ We shall be deemed conclusively:-

(a) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transaction(s) /entries and the balance set out in the statement or advice; and

(b) to have ratified or confirmed each and every one of the transactions represented by the entries set out in the statement or advice.

(ii) the statement, advice or entry, as the case may be, shall as against me/ us be deemed conclusive evidence of my/ our instructions and authorisation to UOBKH Group to effect the transaction(s) / entries set out in the statement, advice or entry;

and

(iii) I/ we shall have no claim against UOBKH Group howsoever arising from, in connection with or as a result of any transaction /entry referred to in the statement, advice or entry.

13.5 Reversal: UOBKH Group has the right to adjust, reverse or cancel any entry into the Account at any such time if:-

- (i) UOBKH Group needs to correct an error or omission;
- (ii) UOBKH Group is required to return the funds debited from the Account to the payor or drawer; or
- (iii) UOBKH Group has not received cleared or unconditional funds in full or in time;

and any Statement of Account so rectified shall be binding on me /us.

13.6 Any request for additional Statements of Account must be made in writing to UOBKH Group and shall be subject to such charges as UOBKH Group may from time to time impose.

### **14. Retention Of Records**

I/ We agree that UOBKH Group is not obligated to maintain any records of my/ our Account, including but not limited to the account opening forms, statements, documents relating to the Bond / Sukuk, correspondences or documents provided to UOBKH Group by me/ us or any other third party, exceeding any retention period as set out under UOBKH Group's internal policies, guidelines and procedures and / or as provided under any applicable laws or regulations of any country having jurisdiction over UOBKH Group.

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## **15. UOBKH's Security and Other Rights**

Without prejudice and in addition to any other rights that UOBKH Group may have:-

(i) UOBKH Group shall have a lien on the Bonds / Sukuk deposited with UOBKH Group, the Custodian or the Sub-Custodian whether by way of pledge, mortgage or for safe-custody, for all present, future, actual or contingent, primary or collateral, or severally or jointly, any unpaid monies, fees, commission, brokerage and other banking charges, expenses, taxes, duties, levies costs and disbursements due, owing or incurred by UOBKH Group whether in relation to the Bond / Sukuk or any other account which I/ we may have with UOBKH Group whether individually or jointly with another and whether as principal debtor or surety.

(ii) UOBKH Group shall have the power to sell by public auction, tender or private treaty all or any of the my/ our Bonds / Sukuk. UOBKH Group may recover from the proceeds of sale on all costs and expenses incurred in effecting the sale.

## **16. Right of Set-Off and Consolidation**

16.1 In addition to any general right of set-off under law or any other agreement, I/ we agree that UOBKH Group may, at its absolute discretion and by giving prior notice to me/ us, at any time combine, consolidate or merge all or any of my/ our accounts with UOBKH Group, whether singly or jointly with any other persons. I/ we authorise UOBKH Group to set-off or transfer any sums standing to the credit of any such accounts (whether matured or not) ("the Deposits") in or towards the satisfaction of my/ our liabilities to UOBKH Group under these Terms and Conditions or under any other agreements or in any other respect, whether such liabilities are present or future, actual or contingent, primary or collateral, and several or joint ("the Liabilities").

16.2 Upon the issuance of the notice mentioned in Clause 16.1 of these Terms and Conditions, I/ we agree that UOBKH Group have the right to earmark or to place a hold on the Deposits, prior to the setting-off and I/ we shall not be entitled to withdraw any of the Deposits, without my/ our prior written consent.

16.3 Where such combination, set off, consolidation or transfer requires the conversion of one currency into another, such conversion shall be calculated at UOBKH Group prevailing spot rate of exchange as determined by UOBKH Group at its absolute discretion.

16.4 Further, UOBKH Group can sell any collateral including but not limited to funds, documents, instruments, chattels, bonds/Sukuk, debentures, shares or other securities and other valuables held by UOBKH Group in my/ our name, including for safe custody, by way of public or private sale without any judicial proceedings, and retain from the proceeds derived from such sale, the total amount due and payable to UOBKH Group from me/ us, including legal fees and costs (on a full indemnity basis) charges and other expenses incidental to such sale.

16.5 If there is a shortfall between the amount due and the amount so realised, I/ we must immediately, upon demand, pay to UOBKH Group the amount of such difference, and until UOBKH Group receipt of full payment, I/ we will also pay interest / profit on such balance at such rate UOBKH Group may specify from time to time both after as well as before any judgment, and irrespective of whether or not Distributor Agent-customer relationship between UOBKH Group and me/ us have ceased or been terminated.

16.6 Neither the Deposits nor the Bonds / Sukuk nor any of my/ our rights, title or interest in them can be assigned, transferred or encumbered (except in UOBKH Group favour, or with UOBKH Group written consent). I/ we undertake not to, or to purport to, sell, assign, transfer, mortgage, charge or otherwise deal with or encumber the Bonds / Sukuk or any of my/ our rights, title or interest in them, and any such sale, assignment, transfer, mortgage, charge or other dealing will be void.

## **17. Fees, Charges and Right To Debit**

17.1 I/ we shall ensure that there shall be sufficient funds in the Account at all times for all payments including for the purchase / subscription of the Bonds / Sukuk, fees and charges due from me/ us in connection with the Account, the Services and / or the Bond / Sukuk and I/ we authorise UOBKH Group to debit such payments from the Account as and when it becomes due.

17.2 I/ we may have to pay fees and charges for the use of the Account and / or the Services and such fees and charges may change from time to time. The current rates on fees and charges will be made available to me/ us at UOBKH Group or its associate's request.

17.3 I/ we am/ are liable to pay for any taxes or levies which as at the date of the opening of the Account or at any date subsequent to the date of the opening of the Account, is required by law, regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives ) to be paid to any body or authority having jurisdiction over UOBKH Group, in respect of any fees and charges charged or incurred by UOBKH Group in relation to the Account, the Bond / Sukuk and / or the Services.

17.4 Any taxes or levies incurred by UOBKH Group in relation to the use of the Account, the Bond / Sukuk and / or the Services and any other goods or services provided under the Account shall be borne and charged to me/ us and in the event that UOBKH Group shall effect payment on my/ our behalf, I/ we shall be liable to reimburse UOBKH Group for such amounts paid.

17.5 If I/ we terminate the Services, UOBKH Group will be entitled to receive a proportionate amount of the UOBKH Group fee calculated on a daily basis up to and including the date of termination, and full reimbursement of all out-of pocket costs and expenses incurred by UOBKH Group up to and including the date of termination, including any taxes, duties, levies or fees incurred in the transfer of Bond / Sukuk pursuant to this Terms and Conditions.

17.6 UOBKH Group may debit the Account for the fees and charges for the Account and / or the Services as and when they become due.

17.7 UOBKH Group may, at its absolute discretion, from time to time, impose a new service charge or vary or revise any fees and charges imposed on the Account and / or the Services by giving twenty one (21) days' notice in advance.

## **18. Cost and Expenses**

18.1 All costs and expenses including legal costs, charges and expenses incurred by UOBKH Group, the Custodian or the Sub-Custodian in connection with or incidental to the Account, the Services and / or the Bond / Sukuk, the enforcement or attempted preservation or enforcement of UOBKH Group rights under these Terms and Conditions and any imposition of taxes under taxation laws or regulations of any country having jurisdiction over UOBKH Group, will be payable by me/ us on demand on a full indemnity basis, together with interest / profit from the date of demand to the date of full payment at such rates as determined by UOBKH Group.

18.2 UOBKH Group shall have the right to debit my/our Account or any other account which I/ we may have with UOBKH Group with all costs, expenses and legal fees incurred or payable by me/ us to UOBKH Group pertaining to the Account, the Services and / or the Bond / Sukuk.

18.3 UOBKH Group have the right to apply any payment UOBKH Group receive from me/ us to satisfy all costs, charges and expenses in such proportion and such order of priority as UOBKH Group think fit, at its absolute discretion, and UOBKH Group has the right to place and keep any payment UOBKH Group receive from me/ us to the credit of a suspense account for as long as UOBKH Group choose, without being obliged in the meantime to apply all or part of the same in or towards discharging any money or liabilities due or incurred by me/ us under the Account, in respect of the Services and / or the Bond / Sukuk.

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### **19. Perbadanan Insurans Deposit Malaysia (PIDM)**

The Bond / Sukuk maintained by me/ us in the Account is not protected by Perbadanan Insurans Deposit Malaysia (PIDM). I/ we have been notified that any money withdrawn from an insured deposit for the purpose of purchasing the Bond / Sukuk investment is not protected by PIDM and confirm a copy of the PIDM brochure has been given to me/ us.

### **20. Rules and Practices of Markets**

I/ we agree that all transactions relating to the Bond / Sukuk shall be subject to the rules and market practices of the market in which the Bond / Sukuk is traded.

### **21. Indemnity**

In addition to and without affecting the other provisions of this Terms and Conditions, I/ we shall hold UOBKH Group harmless and indemnify UOBKH Group and all of its servants, employees, nominees, directors and agents for all losses, claims, costs, damages, embarrassment, compensation, charges and expenses, including legal fees and costs on a full indemnity basis and all goods and services, value added and other duties, levies and taxes payable on such costs, charges and expenses, howsoever suffered or incurred by UOBKH Group (other than such losses, costs or damages arising from UOBKH Group wilful misconduct, employees and agents) which UOBKH Group may sustain, suffer or incur in connection with, without limitation:-

- (a) providing the Account, the Bond / Sukuk and the Services;
- (b) relying and acting upon or carrying out any instruction purportedly given to UOBKH Group pursuant to these Terms and Conditions whether or not such instructions are unauthorised, inaccurate or incomplete;
- (c) in connection with the preservation or enforcement of UOBKH Group rights under these Terms and Conditions or as a result of any non-compliance of these Terms and Conditions or of such other applicable terms and conditions by me/ us;
- (d) in connection with any action taken by any party against me/ us or any account(s) for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the Account, the Bond / Sukuk and /or the Services;
- (e) in connection to any involvement by UOBKH Group in any proceedings of whatever nature for the protection of or in connection with the Account, the Bond / Sukuk and / or the Services;
- (f) in connection with the compliance by UOBKH Group with any existing or future law or regulation or official directive in respect of any of these Terms and Conditions;
- (g) arising out of or in connection with these Terms and Conditions; and / or
- (h) arising out of or in connection with any taxation laws or regulations of any country having jurisdiction over UOBKH Group.

### **22. Circumstances Beyond UOBKH Group Control**

If UOBKH Group are unable to perform any obligations under these Terms and Conditions, or carry out any operations or provide any service due to any reason beyond the UOBKH Group control, including:-

- (a) fire, earthquake, flood, epidemic, natural disaster, accident, riot, civil disturbances, industrial disputes, acts of terrorism, embargo, war, act of God;
- (b) any failure or disruption to telecommunications, internet, electricity, water, fuel supply; or
- (c) any circumstance in the nature of an unforeseeable event that prevents UOBKH Group from performing UOBKH Group obligations under these Terms and Conditions;

UOBKH Group will not be in any way liable for any failure of performance or for any inconvenience, loss, injury, and damages suffered or incurred by me/ us directly or indirectly as a result.

### **23. Disclosure**

I/We agree that UOBKH Group (including UOBKH Group officers, employees, agents or any other persons to whom UOBKH Group grant access to UOBKH Group records, correspondence or any material relating to me/ us or the Account) can disclose at any time at UOBKH Group sole discretion without notifying me/ us beforehand, any information relating to me/ us, my/ our accounts with UOBKH Group or the Account to the following: –

- (a) any one or more members of UOBKH Group for any of the following purposes:-
  - (1) providing me/ us with banking services;
  - (2) reporting;
  - (3) data matching;
  - (4) improving and furthering the provision of other services by UOBKH Group;
  - (5) fraud or crime prevention;
  - (6) investigating, preventing or otherwise in relation to money laundering and criminal activities;
  - (7) debt collection;
  - (8) outsourcing operations;
  - (9) performance of duties as UOBKH Group officer or in connection with the conduct of audit or the performance of risk management;
  - (10) facilitating the performance of UOBKH Group or any member of UOBKH Group's functions;
  - (11) compliance with UOBKH Group's policies, guidelines, directives or requirements;
  - (12) corporate exercise;
  - (13) any legal process initiated by or served on UOBKH Group;
- (b) any person or organisation, whether in Malaysia or elsewhere, who provides electronic or other services to UOBKH Group for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;
- (c) any person or organisation, whether in Malaysia or elsewhere, engaged by UOBKH Group in connection with the performance of services or operational functions which have been outsourced;
- (d) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (e) other banks, financial institutions, credit bureau or credit reference agents (only for credit information);
- (f) UOBKH Group auditors, solicitors and professional advisors;
- (g) UOBKH Group stationery printers, vendors of the computer systems UOBKH Group use and to such persons installing and maintaining them, and other suppliers of goods or service providers UOBKH Group engages;
- (h) any receiver appointed by UOBKH Group or any other party;
- (i) any credit bureau of which we are a member, and any other members and / or compliance committee of such credit bureau;
- (j) any rating agency, business alliance partner, insurer or insurance broker or direct or indirect provider of credit protection;
- (k) any actual or potential participant or sub-participant in relation to any of UOBKH's obligations under the agreement between me/ us and UOBKH Group, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;

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- (l) for transactions effected or processed with or without UOBKH Group authority in or through automated teller machines of other banks or financial or non-financial institutions or terminals or other card operated machines or devices , financial institution or non-financial institution, trader or other party accepting the use of the automated teller machine card and their respective agents or contractors;
- (m) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over UOBKH Group or any member of the Group;
- (n) any person to whom UOBKH Group, or any member of the Group, are permitted or required to disclose to under the laws of any country;
- (o) any other person to whom such disclosure is considered by UOBKH Group to be in its interest, or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purpose);
- (p) any person connected to the enforcement or preservation of any of UOBKH Group rights under these Terms and Conditions;
- (q) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over UOBKH Group.
- (r) any other country, its central bank or investigative authorities for the purpose of compliance with any automatic exchange of financial account information under any multilateral convention on mutual administrative assistance in tax matters.

#### **24. Compliance with Court Orders**

UOBKH Group can act in any way UOBKH Group see fit, without consulting me/ us beforehand, if UOBKH Group are served with a court order issued by a court of any jurisdiction. I/ we agree that I/ we will not hold UOBKH Group liable for any loss or damage in connection with UOBKH Group actions.

#### **25. Data Protection**

25.1 I/ we hereby confirm that I/ we have received, read, understood and agreed to be bound by the Privacy Notice issued by UOBKH Group which is available at UOBKH Group branches as well as at UOBKH Group website at [www.utrade.com.my](http://www.utrade.com.my) and [www.uwealth.com.my](http://www.uwealth.com.my)) and the clauses in this Terms and Conditions as may relate to the processing of my/ our Personal Data. For the avoidance of doubt, I/ we agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Terms and Conditions.

25.2 I/ we agree and consent that UOBKH Group may transfer the Personal Data (including the Personal Data of any Third Party Data Subject) to merchants and strategic partners including but not limited to custodian banks and investment products issuers and / or outside of Malaysia. All Personal Data held by UOBKH Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.

25.3 In the event I/ we provide Personal Data relating to any Third Party Data Subject to UOBKH Group and merchants and strategic partners including but not limited to custodian banks and investment products issuers, for the purpose of opening or operating the Account with UOBKH Group or otherwise subscribing to UOBKH Group products and services, I/ we:

- (i) undertake that I/ we have been informed the said Third Party Data Subject to read the Privacy Notice at UOBKH Group website [www.utrade.com.my](http://www.utrade.com.my) and [www.uwealth.com.my](http://www.uwealth.com.my);
- (ii) confirm and warrant that I/ we have obtained the consent of the Third Party Data Subject to the processing (including disclosure and transfer) of the Personal Data or are otherwise entitled to provide this data to UOBKH Group and for UOBKH Group to use it in accordance with these Terms and Conditions and/or in instances

Where UOBKH Group are required to evidence the same;

(iii) have informed the said Third Party Data Subject :-

- (1) that UOBKH Group may collect or verify their Personal Data with third party sources;
- (2) that UOBKH Group may disclose my/ our Personal Data to classes of third parties described in UOBKH Group Privacy Notice;
- (iv) agree to ensure that the Personal Data of the said Third Party Data Subject is accurate, complete, not misleading, and up-to-date;
- (v) agree to update UOBKH Group in writing in the event of any material change to the said Personal Data; and
- (vi) agree to UOBKH Group right to terminate these Terms and Conditions and close the Account should such consent be withdrawn by the said Third Party Data Subject.

25.4 Where I/ we instruct UOBKH Group to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction, such as any Third Party Data Subject) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing UOBKH Group and / or UOBKH Group agents to enter into any cross-border transaction on my/ our behalf, I/ we agree to the above said disclosures on behalf of me/ us and others(including any Third Party Data Subject) involved in the said cross-border transaction.

25.5 Additionally, but always subject to any laws (including regulations, guidelines and / or obligations) applicable to UOBKH Group and the Group (whether in or outside Malaysia), I/ we agree that UOBKH Group, and UOBKH Group merchants and strategic partners including products issuers may contact me/ us about products, services and offers, which UOBKH Group believe may be of interest to me/ us or benefit me/ us financially. Notwithstanding the foregoing, UOBKH Group will only disclose my/ our Personal Data (excluding data relating to my/ our affairs or Account) to UOBKH Group merchants and strategic partners including products issuers where my/ our express prior consent has been obtained.

25.6 I/ we may choose not to receive or to cease receiving any direct marketing materials from UOBKH Group by writing in to UOBKH Group to Principal Address as published in website (or such other address notified by UOBKH Group from time to time) with my/ our request and UOBKH Group will abide by my/ our latest written instructions to UOBKH Group.

25.7 I/ We acknowledge that certain communications such as Statement of Account and UOBKH Group websites contain standard information regarding UOBKH Group other products and services that cannot be removed without affecting the delivery / provision of UOBKH Group services and / or products, the operation of my/ our Account without imposing additional costs to me/ us.

25.8 I/ We and the Third Party Data Subject are entitled to request in writing:

- (i) for any information in relation to the Personal Data that UOBKH Group hold or store,
- (ii) for any information held or stored by UOBKH Group to be updated, amended and / or corrected;
- (iii) for UOBKH Group to limit the processing of the Personal Data held or stored by UOBKH Group; and
- (iv) to make an enquiry or complaint in respect of UOBKH Group processing of the Personal Data.

For requests under (i) or (ii), I/ We and/or the Third Party Data Subject may make a request to UOBKH Group through UOBKH Group Data Access Request Form or Data Correction Request Form respectively. These forms are available at UOBKH Group branches as well as at UOBKH Group website at [www.utrade.com.my](http://www.utrade.com.my) and [www.uwealth.com.my](http://www.uwealth.com.my).

You and/or the Third Party Data Subject may direct all requests to any of UOBKH Group branches. UOBKH Group may charge a fee for processing request for access to Personal Data. UOBKH Group may also refuse to comply with any request in respect of (i) or (ii) above if the information supplied by me/ us and/or the Third Party Data Subject is insufficient (as determined by UOBKH Group) or where such request may breach or violate any law or regulation or

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any other reason which UOBKH Group deem not to be in UOBKH Group interest to do so. If UOBKH Group refuses to comply with such request, UOBKH Group will inform me/ us and the Third Party Data Subject of UOBKH Group refusal and reason for UOBKH Group refusal.

25.9 I/ We am/ are responsible for ensuring that the information I/We provide UOBKH Group is accurate, complete and not misleading and that such information is kept up-to-date.

25.10 Please note that should UOBKH Group no longer have the right to process the Personal Data provided to UOBKH Group by me/ us (including where I/ We and/or the Third Party Data Subject subsequently withdraw the consent to process the Personal Data), UOBKH Group may not be able to effectively process Personal Data in relation to any of the purposes set out in the Privacy Notice, if at all, and UOBKH Group will have the right to not provide or discontinue the provision of any product, service, Account and/or facilities that is linked to such Personal Data.

25.11 UOBKH Group reserves the right to amend this clause 25 from time to time at its sole discretion and shall provide prior notification to me/ us in writing and place any such amendments on its websites or by placing notices at the public gallery halls or at prominent locations within UOBKH Group branches or by such other means of communication deemed suitable by UOBKH Group.

25.12 This clause 25 shall be without prejudice to any other clause in these Terms and Conditions which provides for the disclosure of data.

## **26. Compliance with FATCA**

26.1 I/ We shall provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of permanent residence, countries of tax residency and associated taxpayer identification numbers, that may be required to enable UOBKH Group or any member of the Group to comply with all requirements of FATCA or other agreement by or between governments.

I/ We shall notify UOBKH Group in writing within thirty (30) days of any change that affects my/ our tax status in relation to FATCA under any laws, regulations or other agreement by or between governments.

26.2 I/ We represent and warrant that I/ We have provided to UOBKH Group all documentation or other information as may be required by UOBKH Group for compliance with FATCA and in connection with change in tax status and shall provide all required documentation or other information within seven (7) days of a request from UOBKH Group in writing or otherwise. I/ We further acknowledge that any failure on my/ our part to provide accurate and timely information pursuant to requirements and requests by UOBKH Group may result in UOBKH Group having to deem I/ we recalcitrant and / or reportable and take all necessary action against me/ us in order for UOBKH Group to be compliant with requirements under FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA.

26.3 For individual customers, I/ We consent to the collection, storage, and disclosure by UOBKH Group or any member of the Group of any Personal Data to persons from whom UOBKH Group or any member of the Group receive or make payments on behalf of me/ us and to governmental authorities as required by law or other agreement by or between governments. My/ Our consent shall be effective notwithstanding any applicable nondisclosure agreement. I/ We represent that I/We have secured from any third party whose information is provided to UOBKH Group any consents and waivers necessary to permit UOBKH Group or any member of the Group to carry out the actions described in this Clause 26, and that I/ We will secure such consents and waivers in advance of providing similar information to UOBKH Group in the future.

26.4 For customers who are a sole proprietorship, partnerships or other business entity, a corporation, or an association, club or society or trust, I/ We consent to the collection, storage, and disclosure by UOBKH Group or any member of the Group of any Confidential Information to persons from whom UOBKH Group or any member of the Group receive or make payments on behalf of me/ us and to governmental authorities as required by law or other agreement by or between governments. Confidential Information includes my/ our personal data, my/ our bank account details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature. My/ Our consent shall be effective notwithstanding any applicable nondisclosure agreement. I/ We represent that I/ We have secured from any third party whose information is provided to UOBKH Group any consents and waivers necessary to permit UOBKH Group or any member of the Group to carry out the actions described in this Clause 26, and that I/ We will secure such consents and waivers in advance of providing similar information to UOBKH Group in the future.

26.5 I/ We agree and acknowledge that UOBKH Group are entitled to take all necessary action to be and remain compliant with FATCA as is required by law or other agreement by or between governments. If some of my/ our income is reportable and some is not, UOBKH Group will report all income unless UOBKH Group can reasonably determine the reportable amount. I/ We hereby authorise UOBKH Group or any member of the Group, where appropriate, to withhold or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under the Code and the regulations and other guidance issued under the Code, each as amended from time to time or any other agreement by or between authorities.

26.6 UOBKH Group or any member of the Group, may take whatever action UOBKH Group consider appropriate to meet any obligations, either in Malaysia or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of my/ our account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from my/ our account and transferring it to such tax authorities. If UOBKH Group is not satisfied that a payment in or out of my/ our account is lawful, UOBKH Group may refuse to deal with it.

26.7 To the fullest extent as may be permitted by law, UOBKH Group will not be liable to me/ us for any losses, costs, expenses, damages ,liabilities, I/ We may suffer as a result of UOBKH Group complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities.

26.8 This Clause 26 will override any inconsistent term or consent provided by me/ us under any agreement with UOBKH Group to the extent that such agreement provides fewer or lesser rights for UOBKH Group, whether before or after the date of these Terms and Conditions. This Clause 26 shall be without prejudice to any other clause in these Terms and Conditions which provides for the request for information or disclosure of data.

## **27. Amendments**

27.1 UOBKH Group can at any time at its absolute discretion, vary, add to, delete or amend these Terms and Conditions without giving me/ us prior notice. UOBKH Group shall post such amendments at the official website at [www.utrade.com.my](http://www.utrade.com.my) and [www.uwealth.com.my](http://www.uwealth.com.my) or at UOBKH Group Offices, or in any manner that UOBKH Group chooses.

27.2 If I/ we do not accept the amendments, I/ we must close the Account within seven (7) days from the date of such amendments, otherwise I/ we will be deemed to have accepted and agreed to such changes and such changes will be binding on me/ us.

## **28. Notices and Communications**

28.1 Any notice, demand, request or communication (other than Legal Process) that sent to me/ us may be:-

- (i) delivered by hand to my/ our address as stated in the application form for opening the Account or such other address last known to UOBKH Group;
- (ii) sent by post (registered, AR registered, ordinary or otherwise) my/ our address as stated in application form for opening the Account or such other address last known to UOBKH Group;
- (iii) sent by facsimile transmission to the facsimile number last known to UOBKH Group;
- (iv) sent by electronic mail to the electronic mail address last known to UOBKH Group;
- (v) sent by short message system (SMS) to the mobile phone number last known to UOBKH Group;

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- (vi) by posting on UOBKH Group website; or
  - (vii) by insertion in any statement of account which UOBKH Group send to me/ us.
- 28.2 The said notice or communication will be deemed to have been received by me/ us:-
- (i) at the time of delivery at my/ our address, if delivered by hand;
  - (ii) on the third (3rd) day (including the day of posting) from the date it is posted;
  - (iii) at the time the facsimile transmission is completed;
  - (iv) at the time the electronic mailing is completed;
  - (v) at the time the sending by short message system (SMS) is completed;
  - (vi) at the time of posting on UOBKH Group website; or
  - (vii) at the time the statement of account is deemed to have been received by me/ us.

28.3 UOBKH Group also reserve the right to serve on me/ us any notice in connection with the Account by advertisement in any one daily newspaper and such notice will be deemed to have been served on me/ us on the day the advertisement appears in the newspaper.

28.4 UOBKH Group also reserve the right to serve on me/ us any notice in connection with the Account and / or the Bonds / Sukuk by advertisement in any one daily newspaper and such notice will be deemed to have been served on me/ us on the day the advertisement appears in the newspaper regardless of whether I/ we have actually seen the advertisement.

28.5 Changes in contact details:-

(a) I/ we agree to notify UOBKH Group immediately on any changes of my/ our correspondence / mailing or residential address and my/ our contact information (“Information”)

(b) If I/ We do not inform UOBKH Group of any change in the Information, I/ we agree that UOBKH Group may at its absolute discretion, rely on:-

(i) any address and / or contact information stated in the application form for opening the Account or as reflected in UOBKH Group records; or

(ii) any address and / or contact information UOBKH Group obtain from any communication purportedly issued from me/ us to UOBKH Group.

(c) Any failure by me/ us to notify UOBKH Group of a change in the Information resulting in the delay or the non-delivery of any Statement of Account, correspondence and/or notice will not prejudice UOBKH Group rights and entitlements under this Terms and Conditions.

### **29. Service of Legal Process**

In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on behalf of UOBKH Group can be effected on me/ us:

(a) if I/ We am/ are an individual, by leaving a copy at the address as stated in the application form or in any communication purportedly issued by the me/ us to UOBKH Group or last known to UOBKH Group and it shall be deemed to have been duly received by me/ us on the day it was left at the address; or

(b) by sending a copy via prepaid registered or ordinary post to the address as stated in the application form or in any communication purportedly issued by me/ us to UOBKH Group or last known to UOBKH Group and it shall be deemed to have been duly received by me/ us on the third (3rd) day (including the day of posting) from the date it is posted.

### **30. Information Request**

30.1 I/ We must provide and disclose to UOBKH Group and its custodian within such time prescribed by UOBKH Group and/ or its Custodian, any information statements and explanations relating to the Account and the Bond / Sukuk which UOBKH Group deemed necessary in order to:-

(i) comply with the laws or sanctions of Malaysia or any other country (including but not limited those relating to anti money laundering or anti-terrorism); and / or

(ii) manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.

30.2 Pending UOBKH Group receipt of the information from me/ us and until UOBKH Group have verified the information to UOBKH Group satisfaction, UOBKH Group are not obliged to proceed with any transactions or instructions in relation to the Account and / or the Bond / Sukuk.

30.3 I/ We declare and undertake to UOBKH Group that the processing of any transactions or instructions will not breach any laws or sanctions in Malaysia or any other country. UOBKH Group will not be liable for any loss arising from any delay or failure to process any transactions or instructions due to inadequate information and documentation provided by me/us.

### **31. No Set-Off or Counterclaim**

Until all monies owing are paid or discharged in full, I/ we shall not be entitled to, by paying off any sum recoverable by UOBKH Group or by any means or on any other ground, claim any set-off or counterclaim against UOBKH Group in respect of any of UOBKH Group liability to me/ us. I/ We agree that nothing in the arrangements between us shall be treated as constituting an implied agreement restricting or negating any lien, charge pledge, right or set-off or other right which UOBKH Group have existing or implied by law.

### **32. “Book Building” Transactions**

32.1 “Book Building” refers to a process of gathering customers’ interest for a specific Bond / Sukuk issuance or sale.

32.2 This clause 32 applies only with regards to:

(i) Bonds / Sukuk acquired (whether by way of subscription, purchase or otherwise) by way of Book Building, by or on UOBKH Group behalf, for me/ us; and/or

(ii) the provision by UOBKH Group, the Custodian and the Sub-Custodian or any of them of any of the Services relating to Bonds /Sukuk acquired or to be acquired by way of Book Building (“Book Building Bonds / Sukuk”).

32.3 Notwithstanding any other provisions in these Terms and Conditions, UOBKH Group willingness and agreement to provide me/ us or continue to provide me/ us the Services, or any part thereof, relating to Book Building Bonds / Sukuk is SOLELY on the basis of the material terms contained in this Clause 32.

32.4 In respect of any Book Building Bond / Sukuk acquired (whether by way of subscription, purchase or otherwise) or held by UOBKH Group, the Custodian, the Sub-Custodian or any of them on my/ our behalf, save as specifically required by mandatory statutory provisions or mandatory legal requirement of relevant regulatory authority:

(a) neither UOBKH Group, the Custodian nor the Sub-Custodian will be obliged or required to do any one or more or all of the following:

(i) attend any meeting (of whatever nature) of Book Building Bond / Sukuk holders;

(ii) exercise any voting rights conferred on the Book Building Bonds / Sukuk or any part thereof held by UOBKH, the Custodian, the Sub-Custodian or any of them for me/ us; or

(iii) participate in any matter or thing which requires the feedback, consent, response or otherwise the participation of Book Building Bond / Sukuk holders or any of them.

(b) neither UOBKH, the Custodian nor the Sub-Custodian will delegate to or appoint me/ us, or is obliged to delegate to or appoint me/ us (whether as proxy, agent, attorney or otherwise) to do any one or more or all of the following:

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(i) to attend any meeting (of whatever nature) of Book Building Bond / Sukuk holders;

(ii) to exercise any voting rights conferred on the Book Building Bonds / Sukuk or any part thereof held by UOBKH Group, the Custodian, the Sub-Custodian or any of them for me/ us; or

(iii) to participate in any matter or thing which requires the feedback, consent, response or otherwise the participation of Book Building Bond / Sukuk holders or any of them.

(c) I/We shall not be entitled and I/We hereby irrevocably and unconditionally waive and relinquish all of my/ our rights and entitlement, if any, to request, instruct, authorize or otherwise require UOBM, the Custodian, the Sub- Custodian or any of them (as holder of the Book Building Bonds / Sukuk or any part thereof) to do any one or more or all of the following:

(i) to attend any meeting (of whatever nature) of Book Building Bond / Sukuk holders;

(ii) to exercise any voting rights conferred on the Book Building Bonds / Sukuk or any part thereof held by UOBKH Group, the Custodian, the Sub-Custodian or any of them for me/ us;

(iii) to participate in any matter or thing which requires the feedback, consent, response or otherwise the participation of Book Building Bond / Sukuk holders or any of them; or

(iv) to delegate to or appoint me/ us (whether as proxy, agent, attorney or otherwise) to do any one or more or all of the things stated in sub-clause 32.4(c)(i), (ii) and/or (iii) above.

All and any such instruction, authorization or requirement from me/ us shall be deemed to be invalid and neither UOBKH Group, the Custodian nor the Sub-Custodian shall be obliged to comply with the same.

### **33. Successor Bound**

This Terms and Conditions shall be binding on my/ our heirs, personal representatives and successors-in-title and UOBKH Group successors in-title and assigns.

### **34. Change in Constitution**

These terms and conditions shall continue to be valid and binding for all purposes, despite a change in UOBKH Group or my/ our constitution, if a corporation, by amalgamation, consolidation, reconstruction, merger or otherwise, and if an individual, by death.

### **35. Assignment and Pledge**

35.1 These Terms and Conditions governing Bond / Sukuk Investment Account are binding and inure to UOBKH Group benefit and me/ us and my/ our respective successors in title and permitted assigns. These Terms and Conditions shall continue to be binding on me/ us regardless of:-

(a) any change in UOBKH Group name or constitution; or

(b) UOBKH Group consolidation or amalgamation into or with any other entity, and in such event such entity shall there upon substitute UOBKH Group in relation to these Terms and Conditions and these Terms and Conditions shall continue in force as between me/ us and such entity.

35.2 I/ We shall not, without UOBKH Group prior written approval, in any way assign, transfer, pledge or charge any Bonds / Sukuk or the Account to any third party whether by security or otherwise my/ our rights and obligations under these Terms and Conditions.

35.3 UOBKH Group may assign any or all of UOBKH Group rights under these Terms and Conditions and under the Account to any person UOBKH Group deem fit.

### **36. Waiver**

A failure to exercise, or a delay in exercising, any right, power, privilege or remedy by UOBKH Group will not be deemed as a waiver, and nor will a single or partial exercise of any other right, power, privilege or remedy. The rights and remedies in these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.

### **37. Severability**

The invalidity or unenforceability of any the provisions in these Terms and Conditions will not affect the underlying intent of these Terms and Conditions, and the invalid or unenforceable provision will be severable, and will not affect the validity or enforceability of the other terms and provisions, which will remain in full force and effect.

### **38. Preservation of Rights and Entitlement**

UOBKH Group rights and entitlements under these Terms and Conditions will remain in full force and effect, and will survive any cancellation, revocation or suspension of the use of the Account.

### **39. Governing Law**

The Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia, I/ we irrevocably agree to:-

(i) submit to the non-exclusive jurisdiction of the courts of Malaysia;

(ii) waive any objection on the ground of suitability of venue, jurisdiction or similar ground; and

(iii) consent to service of process by ordinary mail or in any other manner permitted by these terms and conditions and/ or any relevant laws.

### **40. Searches**

UOBKH Group and its Custodian may but is not obliged to conduct bankruptcy searches or credit related searches from any credit agencies, database or system on any person before and at any time after the opening of the Account. I/ We consent to UOBKH Group and its Custodian carrying out such searches on me/ us to the extent permitted by law.

## **WARNING:**

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## 10 ACKNOWLEDGEMENT AND DECLARATION BY APPLICANT FOR STRUCTURED INVESTMENT PRODUCT

### Application of Investment Terms

1. These terms and conditions relating to investment ("Investment Terms") together with all advice and confirmations issued by UOBKH Group in respect of any investment transactions (including derivative transactions), constitute a supplement to, form an integral part of and will be governed by the Agreement and, together with these Terms and Conditions, will govern all my/ our investment transactions (including derivative transactions) described here from time to time to be concluded with or through UOBKH Group, it being understood that I/ we would not otherwise enter into any transactions.

### Customer Investment Profile

2. Prior to UOBKH Group making available to me/us from time to time one or more investment products, UOBKH Group may request such information of me/ us as UOBKH Group may require to assist UOBKH Group in assessing the suitability of such investment products for me. UOBKH Group may require me/us to complete an Investor Suitability Assessment Form. If I/we choose not to provide all the information requested by UOBKH Group, there is a risk that withholding relevant information from UOBKH Group could hinder UOBKH Group from making a suitable product recommendation to me/ us.

### Sophisticated Investors and qualifies as the Eligible Investors as per Schedule 6 and/or Schedule 7 of the Capital Market and Services Act 2007 (CMSA 2007)

As it is a condition to me/ us being allowed to access/review the information below that I/ we am/ are an accredited investor for both the purposes of the CMSA, I/ we must also note that UOBKH Group is also specifically relying on the exemptions from all suitability and information provision compliance requirements provided pursuant to regulations and guidelines to the CMSA 2007 available to it.

I/ We hereby declare that we fall under the definition of Sophisticated Investors and qualifies as the Eligible Investors as per Schedule 6 and/or Schedule 7 of the Capital Market and Services Act 2007 as follows:

- (i) an individual who has total net personal or joint assets with his or her spouse exceeding three million ringgit (RM3,000,000.00) or its equivalent in foreign currencies, excluding the value of the individual's primary residence;
- (ii) an individual who has a gross annual income exceeding three hundred thousand ringgit (RM300,000.00) or its equivalent in foreign currencies in the preceding twelve (12) months; or
- (iii) an individual who has a gross annual income exceeding four hundred thousand ringgit (RM400,000.00) or its equivalent in foreign currencies in the preceding 12 months, jointly with his or her spouse.

Applicable to Entity/ Corporate, we hereby declare that we fall under the definition of Sophisticated Investors and qualifies as the Eligible Investors as per Schedule 6 and/or Schedule 7 of the Capital Market and Services Act 2007 as follows:

- (ii). A corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts; or
- (ii). A partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies; or
- (iii). A company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding RM10 million or its equivalent in foreign currencies; or
- (iv). A corporation that is a public company under the Companies Act 1965 which is approved by the SC to be a trustee under the CMSA and has assets under management exceeding RM10 million or its equivalent in foreign currencies; or
- (v). A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967; or
- (vi). A statutory body established by an Act of Parliament or an enactment of any State.

If I/ we fall under OTHER category/type of investor as provided herein per Schedule 6 and/or Schedule 7 of the CMSA 2007 (as amended, consolidated or re-enacted), I/we shall separately inform the Company.

### General Terms and Conditions

1. I/ We hereby solemnly declare and agree that UOBKH Group (including UOBKH Group's officials, employees, agents or any other persons to whom UOBKH Group grants access to its records, correspondence or any material relating me / us or to the investment) can disclose at any time at UOBKH Group absolute discretion without notifying me / us beforehand, any information relating to this investment or me / us or any person who is authorized by me / us (either alone or otherwise) to act on behalf of me / us in giving instructions or to perform any acts hereunder, to the following persons:

(a) UOBKH Group's branches, agencies, representative offices, affiliated, associated or related corporations and their respective officers, servants or agents, whether situated in or out of Malaysia ("UOBKH Group") for any of the following purposes:-

- (i) providing me / us with Companying services;
- (ii) reporting;
- (iii) data matching;
- (iv) improving and furthering the provision of other services by UOBKH Group or any of the UOBKHKH Group to me / us;
- (v) fraud or crime prevention;
- (vi) investigating, preventing or otherwise in relation to money laundering and criminal activities;

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- (vii) debt collection;
- (viii) outsourcing operations;
- (ix) performance of duties as an officer of UOBKH Group or in connection with the conduct of audit or the performance of risk management;
- (x) facilitating the performance of UOBKH Group or any members of the UOBKH Group's function;
- (xi) compliance with UOBKH Group's policies, guidelines, directives or requirements;
- (xii) corporate exercise;
- (xiii) any legal process initiated by or served on UOBKH Group;
- (b) any person, whether in Malaysia or elsewhere, who provides electronic or other services to UOBKH Group for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;
- (c) any person, whether in Malaysia or elsewhere, which UOBKH Group engages for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced;
- (d) the police or any public officer conducting an investigation in connection with any offence including suspected offences;
- (e) to other Companies, financial institutions, credit bureau or credit reference agents (only for credit information);
- (f) UOBKH Group's auditors, solicitors and professional advisors;
- (g) UOBKH Group's stationery printers, vendors of the computer systems UOBKH Group uses and to such persons installing and maintaining them, and other suppliers of goods or service providers UOBKH Group engages;
- (h) any receiver appointed by UOBKH Group or any other party;
- (i) any credit bureau of which UOBKH Group is a member, and any other members and/or compliance committee of such credit bureau;
- (j) any rating agency, business alliance partner, insurer or insurance / takaful provider or direct or indirect provider of credit protection;
- (k) any actual or potential participant or sub-participant in relation to any of UOBKH Group's obligations under UOBKH Grouping agreement between me / us and UOBKH Group, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
- (l) for transactions effected or processed with or without my / our authority in or through automated teller machines (ATM) of other Companies or financial or non-financial institutions or terminals or other card operated machines or devices UOBKH Group approves, to UOBKH Group, financial institution or non-financial institution, trader or other party accepting the use of the ATM card and their respective agents or contractors;
- (m) any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over UOBKH Group or any of the UOBKH Group;
- (n) any person to whom UOBKH Group or any members of the UOBKH Group is permitted or required to disclose to under the law of any country;
- (o) any person connected to the enforcement or preservation of any of UOBKH Group's rights under the terms and conditions governing the investment;
- (p) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over UOBKH Group;
- (q) any other person to whom such disclosure is considered by UOBKH Group to be in its interest, or the interest of any of the UOBKH Group (not applicable to strategic alliance for marketing and promotional purpose); and
- (r) any other country, its central or investigative authorities for the purpose of compliance with any automatic exchange of financial account information under any multilateral convention on mutual administrative assistance in tax matters.

UOBKH Group can act in any way they see fit, without consulting me / us beforehand, if UOBKH Group is served with a court order issued by a court of any jurisdiction. I / We agree that I / we will not hold UOBKH Group and / or any members of the UOBKH Group liable for any loss or damage in connection with their actions.

2. I/ We hereby solemnly declare and agree that UOBKH Group shall be entitled at any time to combine, consolidate or merge all or any of my / our accounts (whether current, deposit, loan or otherwise) with UOBKH Group including those accounts situated overseas. UOBKH Group may set-off or transfer any sums standing to the credit of my / our accounts (whether matured or not) in or towards satisfaction of any of my / our liabilities to UOBKH Group or under any other agreement whether such liabilities be present, future, actual or contingent, primary or collateral, and several or joint. Where such set-off requires the conversion of one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange (as conclusively determined by UOBKH Group) on the date of set-off.

3. I/ We hereby solemnly declare and agree that:

- (a) Any notice, confirmation, demand, request or communication (other than legal process) that UOBKH Group sends to me / us may be delivered personally or sent by post, facsimile transmission, electronic mail or short message system ("SMS") to my / our address, facsimile number, electronic mail address or mobile phone number last known to UOBKH Group or to such other address or contact numbers notified by me / us to UOBKH Group from time to time or at any of the my / our principal places of business, or by posting on the website or by insertion in any statement of account which UOBKH Group may send to me / us or by advertisement in any one daily newspaper.
- (b) The said notice, confirmation or communication will be deemed as received by me / us:
  - (i) at the time of delivery at my / our address, if delivered by hand;
  - (ii) on the third (3rd) day (including the day of posting) from the date it was posted, even if it is undelivered or returned;
  - (iii) at the time the facsimile transmission is complete;

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- (iv) at the time the electronic mailing is complete;
- (v) at the time the sending by SMS is complete;
- (vi) at the time of posting on UOBKH Group's website;
- (vii) at the time the statement of account is deemed to have been received by me / us;
- (viii) on the day the advertisement appears in the newspaper.

(c) UOBKH Group will not be responsible for what may happen to notices, confirmations or communications after they are sent, for example if any notice, confirmation or communication is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit.

(d) I / We agree to notify UOBKH Group immediately on any changes of my / our correspondence, mailing or residential address and my / our contact information ("Information"). If I / we do not inform UOBKH Group of any change in my / our Information, I / we agree that UOBKH Group may, at its absolute discretion, rely on any address and/or contact information stated in the application form or as reflected in UOBKH Group's records or any address and/or contact information UOBKH Group obtains from any communication purportedly issued from me / us to UOBKH Group.

(e) UOBKH Group's rights hereunder are not to be affected by any failure on my / our part to notify UOBKH Group of any changes in the address, facsimile number, electronic mail address or mobile phone number. Any failure by me / us to notify UOBKH Group of a change in my / our Information resulting in the delay or the non-delivery of any Confirmation Note (as defined in the SIMA), statement of account, correspondence and / or notice will not prejudice UOBKH Group's rights and entitlements under the terms and conditions governing the investment.

4. I / We hereby solemnly declare that:

- (i) I / we am / are at least 18 years old;
- (ii) I / we am / are not an undischarged bankrupt and that to the best of my / our knowledge, no steps have been taken or are being taken to place me / us in bankruptcy, or commence any similar or analogous action against me / us;
- (iii) I / we have not relied on any communication (written or oral) of UOBKH Group as investment advice or as a recommendation to enter into this investment;
- (iv) UOBKH Group is not acting as my / our fiduciary for, or adviser in connection with this investment;
- (v) I / we am / are entering into this investment as principal and not as agent or in any other capacity;
- (vi) I / we am / are entering into this investment solely for the purpose of managing my / our investments, hedging my / our underlying exposure, or for legitimate commercial purposes;
- (vii) I / we am / are entering into this investment with a full understanding of the terms, conditions and risks of this and am / are capable of and willing to assume those risks;
- (viii) I / we am / are not relying upon any representations except those expressly set out in the General Terms and Specific Terms by product nature;
- (ix) I / we have the capacity to evaluate (internally or through consultation with my / our own legal, regulatory, tax, business, investment, financial and accounting advisers to the extent I / we have deemed necessary), and I / we have made my / our own investment, hedging and trading decision to enter into this investment based upon my / our own judgment and upon any advice from such advisers as I / we deem necessary.

(b) I / We acknowledge and / or affirm that:

- (i) I / we have read, understood and accepted UOBKH Group's Terms and Conditions, as amended and supplemented from time to time (collectively, the "General Terms"); and any other terms and conditions governing this investment (including those set out in the termsheet and the Application Form) (the "Specific Terms"), and that this investment will be subject to those terms. If there is an inconsistency between the Specific Terms and the General Terms, the Specific Terms shall prevail;
- (ii) I / we have read, understood and accepted the risks relating to this investment as set out in the termsheet and UOBKH Group's Risk Disclosure Statement as amended and supplemented from time to time;
- (iii) I / we will procure deposit of the requisite monies before the Investment Start Date or Investment Trade Date (whichever is applicable), and shall indemnify UOBKH Group against all loss, damages, costs, and / or expenses (including those in respect of discharging any hedge or other arrangement underlying or relating to this investment) incurred by UOBKH Group because I / we cancel the placement and fail to effect this investment on this Investment Start Date or Investment Trade Date. In connection with this, I / we authorise UOBKH Group to debit all loss, damages, costs and / or expenses from any account that I / we maintain with UOBKH Group;
- (iv) there are sufficient funds in my / our designated account before the Investment Start Date or Investment Start Date (whichever is applicable);
- (v) if there are insufficient funds in the designated account for the purpose of investing in this investment, my / our placement will be deemed void and this investment will not be effected;
- (vi) UOBKH Group can, at any time, in reliance on my / our consent to effect this investment, enter into various derivative transactions in order to hedge its obligations with respect to this investment and I / we will be responsible for any loss, damage, cost and / or expense incurred by UOBKH Group caused by my / our failure to procure deposit of the required monies before the Investment Start Date or Investment Trade Date (whichever is applicable) and / or ensure the transfer of the monies, shares, bonds, marketable securities, notes, certificates, interest rate contracts, index contracts, credit derivatives,

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commodities, and futures contracts to be transferred to UOBKH Group designated nominees before the Investment Start Date or Investment Trade Date or the date determined by UOBKH Group;

(vii) UOBKH Group will, as soon as practicable, after the terms of this investment have been confirmed, issue and send to me / us a Confirmation Note setting out such additional terms which apply to this investment. If there is an inconsistency between the Confirmation Note and the Specific Terms, the Confirmation Note shall prevail;

(viii) I / we will verify any Confirmation Note sent in accordance with UOBKH Group's standard practice by post and / or other forms of electronic communication and if no objection is raised by me / us within seven (7) Business Days of posting and / or sending the same, the Confirmation Note will be deemed conclusive and binding against me / us and I / we will not be entitled to object to its contents. Notwithstanding this, UOBKH Group can at any time, rectify any error on the Confirmation Note, which has been proved to its satisfaction;

(ix) I / we will immediately notify UOBKH Group if the Confirmation Note is not received by me / us in the ordinary course of business;

(x) "Business Day" as used in respect of the structured investment shall mean a day when UOBKH Group and the relevant business centre are open for business;

(xi) we shall not have any recourse against UOBKH Group in respect to our application and the investment and shall indemnify UOBKH Group and / or its nominees for any and all claims, cause of action, losses, damages, cost and expenses suffered and / or incurred by UOBKH Group and / or its nominees;

(xii) I / we consent to provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of tax residency and associated taxpayer identification numbers, that may be required to enable UOBKH Group and its agents to document me / us in accordance with sections 1471 through 1474 of the United States Internal Revenue Code ("FATCA") or other agreement by or between governments. I / We shall notify UOBKH Group in writing within seven (7) days of any change that affects my / our tax status pursuant to any legal requirement or other agreement by or between governments. I / We acknowledge that additional documentation or other information may be required in order to process any such change and consent to provide all required documentation or other information when UOBKH Group requests for the same;

(xiii) I / we consent to the collection, storage and disclosure by UOBKH Group and its agents of any personal data to persons from whom UOBKH Group and its agents receive or make payments on my / our behalf and to governmental authorities as required by law or other agreement by or between governments. My / Our consent shall be effective notwithstanding any applicable non-disclosure agreement. I / We represent that I / we have secured from any third party (on whom I / we have provided information to UOBKH Group) any consent and waiver necessary to permit UOBKH Group and its agents to carry out the actions described in this paragraph, and that I / we will secure such consents and waivers in advance of providing similar information to UOBKH Group in the future;

(xiv) I / we confirm that I / we have received, read, understood and agreed to be bound by the Privacy Notice issued by UOBKH Group as may relate to the processing of my / our personal data;

(xv) I / we shall be liable to pay for any taxes or levies which as at the date of this Investment Start Date or the provision of services by UOBKH Group to me / us or at any date subsequent to the above, is required by law, regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to any body or authority having jurisdiction over UOBKH Group, in respect of any monies charged or incurred by UOBKH Group or services provided in connection with the investment; and

(xvi) I / we consent and agree that any taxes or levies incurred by UOBKH Group in relation to this investment and any other goods or services provided under the investment shall be borne and charged to me / us and in the event that UOBKH Group shall effect any payment, I / we shall be liable to reimburse UOBKH Group for such amounts paid.

5. I / We have received the Product Highlights Sheet and carefully read the features of this structured investment product. I / We fully understand the features of this structured investment product as well as the risks associated with my / our investment.

6. I / We am / are not a United States person(s) ("US Person(s)"). In the event that I / we become a US Person(s), I / we agree that UOBKH Group is entitled to do all acts and things which UOBKH Group deems necessary to comply with the applicable United States laws, including but not limited to a liquidation of the affected assets. I / We agree to bear all costs and expenses that UOBKH Group incurs as a result thereof. I / We undertake to inform UOBKH Group of any changes in my / our citizenship or residential status within 7 days thereof.

7. I / We am / are aware that the investment horizon / tenure of this structured investment product may or may not match my / our investment horizon / tenure as stipulated in the account application completed earlier. In the event of a mismatch, I / we acknowledge the mismatch and the investment horizon / tenure of this structured investment and agree to proceed with the investment.

8. This is a structured investment that is linked to one or more market prices, rates, or performance of indices, securities and other financial instruments that introduce significant risk to the performance of this investment, and which could give rise to financial risks and potential losses.

9. I / We acknowledge and am / are aware that the repayment of Investment Amount and returns (if any) is subject to the credit risk of UOBKH Group

10. This investment is not principal guaranteed. This investment is not protected by Perbadanan Insurans Deposit Malaysia ("PIDM"), any money withdrawn from an insured deposit for the purpose of purchasing of this investment is not protected by PIDM.

11. I am / we are aware that UOBKH Group is not member of PIDM.

12. I / We fully agree, acknowledge and accept that there is no guarantee that 100% of the original investment made by me / us will be returned to me / us on maturity of this investment. I / We understand and am / are willing to bear the risk of losing the principal amount invested.

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13. I / We agree and accept that redemption of this investment is highly dependent on the movement of the underlying asset(s). Where the investment is settled by way of physical settlement:-

(a) I / we agree to accept the physical delivery of the reference share entitlement as settlement upon maturity of the investment; and

(b) I / we am / are aware that any Cash Settlement Amount (as defined in the term sheet of this structured investment product) may be denominated either in the investment currency or the currency of the reference share entitlement.

14. UOBKH Group can decide, at its absolute discretion and without giving me / us any reason, not to exercise any rights granted pursuant to my / our investment. I / We will not have any recourse against UOBKH Group for not exercising any such rights under the investment.

15. This investment shall NOT be withdrawn before the Maturity Date unless with the consent of UOBKH Group. In such instances, I / we may receive less than the Investment Amount.

#### **United States Persons**

16. (a) I / We understand that investments may neither be bought nor held directly by, nor may be transferred to an investor who is a United States Person.

(b) If I / We become a United States Person, I can no longer transact in the Account and I / we agree that UOBKH Group will be entitled to take all such actions that you deem necessary to comply with applicable US laws, including closing the Account, a transfer of the Account to an alternate vehicle and/or redemption of the investments made. I / We agree to bear all costs and expenses incurred by UOBKH Group as a result thereof and execute all such documents as may be required by UOBKH Group.

(c) I / We agree to notify you in writing within thirty (30) days from my change in basis of qualification or status (i) of any changes in the basis of my qualification or my/ our status as an investor in any investments made with and/or through UOBKH Group or (ii) if I / We become a United States Person, to enable UOBKH Group to close and/or transfer the Account as directed by me/us or as UOBKH Group may in UOBKH Group discretion determine in the absence of any instruction/mandate from me/ us. It is my/ our duty to ensure that all necessary acts and matters in compliance with the Malaysian laws, the applicable US laws and/or any other laws that may apply to me/ us, have been duly performed for the closure and/or transfer of the Account. In this regard, I / we undertake to hold you harmless and fully indemnify UOBKH Group against any liability for any loss, damage, costs and expenses which UOBKH Group may incur by reason of the provisions under these Terms and Conditions or the performance of the provisions, where such loss, damage, costs and expenses are caused by me or due to my/ our own actions or inactions and/or UOBKH Group acting on my/ our instructions.

#### **Settlement**

17. (a) Each party will make each payment of the amounts or delivery of the assets as specified in each Confirmation and read in conjunction with the Agreement on the Settlement Date. However, UOBKH Group will not be obliged to pay any amount or deliver any asset under any Contract until I / we have duly delivered to you any amount due and payable by me or any asset due to be delivered by me on or before that date.

(b) UOBKH Group obligation to pay any amount and to deliver any assets due under sub-paragraph 17(a) above is subject to (1) the condition precedent that no occurrence or condition which constitutes (or which with the passage of time or the giving of notice or both would constitute) a Special Circumstance (as defined below) has occurred and is continuing; and (2) each other applicable condition precedent specified in the Agreement.

(c) If in UOBKH Group opinion, it would be contrary to any governmental restriction for UOBKH Group to perform any Contract, you may, if and to the extent that you are of the opinion that it would not be contrary to any governmental restriction to do so, pay to me/ us the equivalent in Ringgit Malaysia (the "Local Currency Equivalent") of the amount that UOBKH Group would have been required to pay to me/ us in a different Contract Currency if UOBKH Group had performed such Contract. For the purposes of this provision, the Local Currency Equivalent will be calculated at the best spot rate at which you offer to sell the local currency, at or about a time chosen by UOBKH Group on the date on which UOBKH Group make payment in accordance with this provision, in exchange for the Contract Currency that you would have paid to me/ us if UOBKH Group had performed such Contract.

#### **Representations and Warranties**

18. I / We represent and warrant to UOBKH Group (which representations and warranties will be deemed to be repeated by me each time a Contract is entered into) that: (a) The execution, delivery and performance by me/ us of my/ our obligations under the Agreement and under each Contract have been duly authorised by all necessary action, are legal and regular and do not: (i) require any consent, authorisations, licences, or approval of any person which has not already been obtained and any filings or registrations with or declarations to, governmental or public bodies or authorities of court required by me/ us to authorise, or required by me/ us in connection with, the execution, delivery, validity, enforceability or admissibility in evidence of these Terms and Conditions and the performance of my/ our obligations under these Terms and Conditions have been obtained or made and are in full force and effect and there has been no default in the observance of the conditions or restrictions (if any) imposed in, or in connection with, any of the same; (ii) violate any provision of any law, rule or regulation, or of any order, judgment, injunction, decree, determination or award of any courts or any judicial, administrative or governmental authority or organisation or permit presently in effect having applicability to me; (iii) conflict with, or result in the breach of, or constitute a default under, the terms of any mortgage, bond, deed, loan agreement or any other agreement or instrument to which I / we am/ are a party or by which I / we or any of my/ our properties may be bound or affected, or any other obligations or duty binding on me or to which I / we am/ are subject; or (iv) result in the creation or imposition of or oblige me/ us to create any encumbrance on any of my/ our assets, rights or revenues unless I / we notify UOBKH Group in writing otherwise prior to the date of the Agreement.

(b) The Agreement and each Contract constitute my/ our legal, valid and binding obligations enforceable in accordance with their respective terms.

(c) All information supplied by me/ us in connection with the Agreement and each Contract is true, complete and accurate in all material respects.

(d) The transactions contemplated by the Agreement and each Contract are within my/ our powers and capacity.

(e) No Special Circumstance or event which with the passing of time or the giving of notice, or both, would constitute a Special Circumstance has occurred and is continuing or would occur by reason of my entering into or performing my/ our obligations under the Agreement or under any Contract.

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(f) The proceedings (if any) pending or threatened against me at law or in equity or under statute, or before any governmental authority, if adversely determined against me, will not, in the aggregate, have a material adverse effect on my business, assets or condition (financial or otherwise), operations or prospects or materially impair my ability to perform my/ our obligations under the Agreement or under any Contract, and there is no such proceeding which purports to affect the legality, validity or enforceability of the Agreement or any Contract.

(g) Under applicable law, unless notified otherwise to UOBKH Group in writing prior to the date of the Agreement, no deduction or withholding (whether on account of taxes or otherwise) will be required to be made from any payment to be made by me/ us under the Agreement or under any Contract.

(h) if I am a Corporation, the Corporation is duly incorporated, registered or formed and validly existing under the laws of Malaysia or is duly organized and in good standing in every jurisdiction where it is required so to be and has not been wound up.

(i) if I am a Corporation, the Corporation has the full power and authority under its memorandum and articles of association or other documents constituting it and has taken all necessary corporate and other action to open the Account and the Deposit Account, to agree to these Terms and Conditions and to give orders and instructions in respect of the Transactions; and if I am a non-profit organization, then in addition to the above, it is the organization's responsibility as a non-profit organization to ensure that the Fund does not hold investments of a nature in which the organization is prohibited from investing.

(j) I have not committed any act of bankruptcy or any act analogous to an act of bankruptcy and no bankruptcy, winding-up or any other analogous legal proceedings are threatened or pending against me and I have not been declared bankrupt or wound-up.

(k) if I am an individual, I am not an undischarged bankrupt nor have any steps been taken to appoint a receiver, trustee or similar officer of my assets or any of them. If I am a Corporation (not including partnerships unless it is a limited liability partnerships), no steps have been taken by the Corporation's shareholders or partners nor have any legal proceedings been stated or threatened for the Corporation's dissolution or for the appointment of a receiver, trustee or similar officer of the Corporation, the Corporation's assets or any of them and no demand under Section 466(1) (a) of the Companies Act and no notice from the relevant authorities notifying that the Corporation's name may be struck-off the register unless reasons are given otherwise within the period prescribed by law, has been received by the Corporation. In the case of a partnership (other than limited liability partnerships), the partnership is not dissolved or in the process of dissolution in accordance with law.

(l) the information furnished by me in connection with the application for and the opening of the Account(s) and the Deposit Account (as hereinafter defined) does not contain any untrue statement or omit to state any fact the omission of which makes any statements made therein, in light of the circumstances under which they were made, misleading and all expressions of expectation, intention, belief and opinion and all projections contained therein were honestly made on reasonable grounds after due and careful inquiry by me.

(m) in respect of the investments applied for and/or contributions made by me, I am qualified and eligible to apply for and hold those investments in accordance/compliance with the information memorandum, prospectus, deed, disclosure documents and all relevant laws, regulations and guidelines governing those investments.

(n) in applying for and holding the investments, I will apply for and hold the investments as principal and not as agent or nominee for any other person, sole proprietor or Corporation.

(o) for as long as there are investments in the Account(s), I will continue to satisfy and comply with any requirement or restriction pertaining to the holding of the investments which may be imposed by the information memorandum, prospectus, deed, disclosure documents and all relevant laws, regulations and guidelines governing those investments.

(p) any investments including Transaction (as hereinafter defined) will be made on the basis of and subject to the information memorandum, prospectus, deed and/or disclosure documents governing the investments which are the subject of those investments including Transaction (as hereinafter defined) as well as any administrative or operational procedure (if any) as may be agreed between you and the Manager and I acknowledge that such information is provided to me for informational purposes only and solely to assist me in assessing the suitability of the investment product for me. I will make my own independent assessment of the investment and rely on my own judgement in respect of any investment decisions I make and will not rely on any representation or other information, whether oral or written, from you or any of your representatives or affiliates.

(q) the investment in and holding of the investments are at my/ our sole risk and UOBKH Group, its representatives, related corporations, associated or affiliated companies will not be liable in any way for any diminution in the value of the investments or any damage, loss or expense which may be suffered or incurred by me in my investment in or holding of the investments save where such damage, loss or expense is caused by any breach, or negligence by you.

(r) the past performance of any investments including the Fund is not a guarantee of its future performance, that the prices of investments may go down as well as up, and that the risks involved in investing in the investments include the risk of losing the principal invested.

(s) investments including Units of any Fund are not bank deposits and, unless otherwise expressly stated, are not guaranteed by and do not constitute obligations of Citibank, its representatives, related corporations, associated or affiliated companies.

(t) nothing in these Terms and Conditions will be construed to limit any rights or remedies available to UOBKH Group under these Terms and Conditions or pursuant to any law.

(u) the truth and correctness of the above representations and warranties form the basis of UOBKH Group commitments to make available the Account(s) to me/ us; if any such representation and/or warranty made is at any time found to have been incorrect in any material respect and in UOBKH Group opinion would adversely affect UOBKH Group interests or the provision of services to me, then and in such event, UOBKH Group will have the right at UOBKH Group discretion to review, suspend or terminate the Account(s) by giving me/ us reasonable prior written notice (save and except where such notice is not possible).

#### **Affirmative Covenants**

19. I/ We undertake that:

(a) I/ we will comply in all material respects with all applicable laws, rules, regulations and orders, non-compliance with which would materially adversely affect my operations or business or credit or materially impair my ability to perform my obligations under the Agreement or under any Contract. I/ We will obtain and make all statutory, corporate and governmental authorizations, approvals and filings which may be required from time to time in order for me/ us to perform my obligations under the Agreement and under each Contract;

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- (b) where I am a Corporation, I will send to you within six (6) months of the end of each of my financial years, if requested by you, a copy of my audited accounts and financial statements (and the consolidated audited accounts from me and my subsidiary, associate or joint venture companies (if any)) in respect of each financial year; and
- (c) I will forthwith notify you in writing of the occurrence of any event specified in paragraph 11(a), or Special Circumstance or event which with the passing of time, the giving of notice, or both, would constitute a Special Circumstance, and of the steps being taken by me to remedy the same.

#### **Off-setting Contracts**

20. (a) Contracts which have such common features as you may consider appropriate and which are the reverse of each other may be considered by you (by giving me reasonable prior written notice) to off-set and discharge each other wholly, or partially where the Contracts are for different amounts. In the case of a partial set-off and discharge, the remaining portion of the Contract which is not partially set-off and discharged will continue to be a Contract for all purposes of the Agreement.

- (b) On or before the Settlement Date for any Contract, I/ we may request UOBKH Group at UOBKH Group discretion may enter into one or more Contracts in exchange for or liquidation of the obligations maturing under that previous Contract at my/ our expense on such terms as you may prescribe.
- (c) If UOBKH Group enter into a Contract giving rise to an obligation for the same Value Date and in the same currency as a then existing obligation between UOBKH Group and me/ us, then, immediately on entering into such Contract, each such obligation will automatically and without further action be individually cancelled and simultaneously replaced by a new obligation for such Value Date. The new obligation will be determined as follows: the amounts of such currency that would otherwise have been deliverable by each party on such Value Date will be aggregated and the party with the larger aggregate amount will have a new obligation to deliver to the other party the amount of such currency by which its aggregate amount exceeds the other party's aggregate amount, provided that if the aggregate amounts are equal, no new obligation will arise.
- (d) The provisions in this paragraph 10 will apply notwithstanding that either UOBKH Group or I/ we may fail to record the obligations in our respective books, or you may fail to show the status of my/ our transactions in any statement, Confirmation or other documents, in accordance therewith.
- (e) The provisions in this paragraph 10 will not apply to any Contract concluded on or after the date on which a bankruptcy petition has been presented against me/ us.

#### **Termination of Contracts and Investment Accounts**

21. (a) All Contracts and the obligations of the parties in connection with the Contracts will be deemed to have been terminated automatically as of the time immediately preceding the occurrence of any of the following events:

- (i) my failure to comply with any of these Investment Terms and/or these Terms and Conditions;
- (ii) the institution or commencement by petition, application, entry of an order for relief or otherwise of any bankruptcy, insolvency, reorganisation, arrangement, composition of debt, dissolution, liquidation or any similar proceeding relating to me under any applicable law;
- (iii) if I am an individual or consist of individuals, grounds exist for the presentation of a bankruptcy petition against me or any of UOBKH Group;
- (iv) a receiver, trustee, custodian, judicial manager or similar official is appointed or an encumbrancer takes possession of me or the whole or any substantial part of my property or undertaking;
- (v) performance of any obligations in these Terms and Conditions becomes impossible;
- and UOBKH Group may reasonably terminate my Investment Account (defined in paragraph 13 of Part D below) with reasonable prior written notice to me/ us.

(b) In addition, any one of the following circumstances will be a Special Circumstance (“Special Circumstance”):

- (i) if I fail duly to pay any amount under these Investment Terms and/or these Terms and Conditions when due or, if payable on demand, on demand or to make delivery of any underlying asset as required under any Contract when due or, if deliverable on demand, on demand;
- (ii) if any representation, statement and warranty made or implied by me under or in connection with the Agreement is proved to have been incorrect or misleading in any material respect when made;
- (iii) if I fail to perform or observe any term or condition contained in the Agreement on my part to be performed or observed;
- (iv) an event of default (however described) under any agreement, mortgage, indenture or instrument which results in any of my indebtedness or liability becoming or being declared or capable of being declared due and payable prior to the date on which it would otherwise become due and payable or if I fail duly to pay any amount under any such arrangement when due or on demand;
- (v) any material adverse change in my financial position which in your opinion may affect my ability to comply with my obligations under these Terms and Conditions;
- (vi) where I am an individual, if I become deceased or cease to have mental capacity; or
- (vii) if I consolidate or amalgamate with, or merge into, or transfer all or substantially all my assets to, another entity and at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving or transferee entity fails to assume all my obligations under the Agreement for any reason. At any time while a Special Circumstance is continuing, UOBKH Group may, at UOBKH Group discretion, by written notice to me specify the relevant Special Circumstance or Special Circumstances and (i) declare all Contracts and the obligations of the parties in connection therewith be terminated as of the date specified in such notice, and the Contracts and such obligations will so terminate as of such date (whether or not such Special Circumstance or Special Circumstances are continuing on such date); and (ii) terminate the Investment Account.
- (c) If either party is prevented from or hindered or delayed by reason of any force majeure or act of State in the delivery or payment of any currency in respect of any Contract or if it becomes unlawful, illegal or impossible for either party to make or receive any payment in respect of any Contract, then the party for whom such performance has been prevented, hindered or delayed or has become unlawful, illegal or impossible will promptly give notice to the other party and either party may, on written notice to the other party, liquidate the affected Contract(s).

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## Delivery

22. Certain Contracts may provide for cash settlement while some may provide for delivery of the underlying asset or instrument on settlement. I/ We may, subject to the Agreement and the terms of the Confirmation, take delivery of the underlying asset or instrument wherever it is physically possible to do so subject to my payment of all my expenses, costs and fees involved in effecting such delivery.

## Investment Account

23. (a) I/ We may from time to time request or authorise you to:

(i) invest and/or contribute funds in the Account(s), in either my/ our or UOBKH Group name but all for my/ our sole risk and account, in investment transactions including without limitation, securities, funds, unit trusts, private retirement schemes, foreign currencies, bonds or money market instruments (the "Investments"); and/or (ii) purchase and sell for and on my behalf and/or for my/ our account and in accordance with my/ our instructions such Investments as I/ we may direct you from time to time. Where UOBKH Group purchase or sell any Investment on my/ our behalf or for my/ our account, UOBKH Group may require me/ us to open a separate account for this purpose. References to "Investment Account" will be construed as references to the relevant Account or the aforesaid separate account (as the case may be).

(b) The Investment Account may consist of Investments in one or more currencies and UOBKH Group will maintain it subject to such rules and conditions as UOBKH Group may from time to time prescribe with reasonable prior written notice to me/ us.

(c) The sale, purchase, subscription, redemption, transfer or switching of Investments ("Transactions") are subject to applicable laws, regulations and market rules and customs in the country where such Transactions are executed.

(d) In respect of any Investments purchased, sold, subscribed, redeemed or transferred for me, I/ we agree that:

(i) any prices which UOBKH Group quote for any Investment at or prior to my/ our placing an order will be for indication or reference only; and

(ii) any order for the execution of a Transaction: (1) will not be revocable except with UOBKH Group consent, which consent will not be unreasonably withheld; and (2) will only be considered by UOBKH Group for execution if made in accordance with UOBKH Group prescribed procedures and cut-off time(s) as UOBKH Group may notify me from time to time.

(iii) Notwithstanding sub-paragraph (b) above, UOBKH Group may at your reasonable discretion refuse to carry out any of my orders to execute a Transaction, including for the reasons set out in paragraph 5 of Part A of these Terms and Conditions.

(e) UOBKH Group or any of its branches, subsidiaries or affiliates, including other subsidiaries and affiliates may act as principal, agent or broker in executing any Transaction on my/ our instructions.

(f) All interest, income, accretions, gains and proceeds of sales of Investments which are received by UOBKH Group will be credited to the Investment Account, unless specified otherwise.

(g) I/ We agree to maintain a minimum monthly average balance in the Investment Account represented by the value of the Investment and credit balance in such amount as UOBKH Group may from time to time prescribe by giving me/ us reasonable prior written notice. UOBKH Group may close the Investment Account by giving me reasonable prior written notice (save and except where such notice is not possible or necessary having regard to the circumstances) if UOBKH Group have valid reason to do so or in UOBKH Group reasonable opinion I/ we fail to operate the Investment Account satisfactorily in accordance with these Terms and Conditions.

(h) Where it is not specifically provided in these Terms and Conditions, either party may terminate the Investment Account by giving to the other ten (10) days' prior written notice. The termination of the Investment Account will not affect UOBKH Group rights which accrued prior to the termination of the same.

(i) On termination of the Investment Account and subject to full satisfaction and payment of all obligations which I/ we owe UOBKH Group, UOBKH Group will transfer all the Investments to me/ us or my / our nominee at my cost in such manner as I/ we may reasonably request.

(j) I/ We authorise UOBKH Group to enter into foreign exchange contracts necessary or expedient to facilitate or to carry out my/ our instructions for Transactions on the day when funds are required to be converted into other currencies in connection therewith. Such Transactions may involve foreign exchange contracts which will be transacted at the applicable exchange rate from time to time fixed by the relevant manager.

(k) I/ We agree that UOBKH Group may (but are not obliged to) keep and maintain from time to time in any place outside Malaysia any information and documents of and relating to any Transaction or dealings relating to my Investments and the Investment Account.

(l) I/ We agree, on UOBKH Group request or demand at any time and from time to time and at my sole expense, to promptly execute, seal and/or deliver all instruments and documents and take all actions that may be necessary or that UOBKH Group may reasonably request in order to fulfil my obligations and/or liabilities to you under these Investment Terms, and to accomplish the purposes set out in these Investment Terms.

(m) If I/ we am / are a non-profit organisation I/ we may invest in Investments provided my/ our constitution does not bar me from doing so. It is my/ our responsibility to ensure that the relevant Investment does not itself hold investments of a nature which I am prohibited from investing.

(n) UOBKH Group may arrange for the Investments to be purchased through or by (and their custody provided by) any manager or distribution agent or representative for the Investment or through or by you or your nominee, agent or broker, including any of your affiliated companies (collectively called the "Depository"). Custody of the Investments may be held on either of the following bases: (i) the Investments are capable of being separately identified as belonging to or attributable to the relevant Account(s) holder or otherwise (as you or the Depository may reasonably determine); or (ii) the Investments are not capable of being separately identified and will be pooled so that investments considered by the Depository to be the same nature or category will be held together. The Depository will hold such pools for all relevant account holders so that each account will have a proportionate beneficial entitlement or shares (as increased or decreased by subsequent purchases or sales) in each relevant pool. The custody of Investments in any country outside Malaysia is subject to the applicable laws, regulations and customs of that foreign country.

(o) To the fullest extent permitted by law, UOBKH Group will not be responsible for any damage or loss arising in connection with such safe custody. I/ we agree that my/ our Investments are placed with a Depository at my sole risk. I/ We understand that I may enforce my rights in respect of such Investments only through the Depository. UOBKH Group or any subsidiary, associated or affiliated companies will not be liable if an Investment is subject to acquisition, requisition, expropriation or confiscation or if there is any restriction on the repatriation, transferability or distribution of an Investment (or any fund realised

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on the liquidation of the investment) or if there is any damage, loss or diminution to the Investment. Any such losses that UOBKH Group may be liable to is limited to Direct Damages only.

(p) In respect of Investments not placed with a Depository, I/ we understand that I/ we am/ are at liberty to enforce my rights against the issuer or other relevant party without reference to UOBKH Group or the Depository.

(q) Investments in the Investment Account are not deposits and are not obligations of, not guaranteed by, and not insured by, i. UOBKH Group and/or any UOBKH Group Organisation, whose role, if any, is only as described in these Terms and Conditions, unless agreed otherwise in writing by Citibank; or ii. by any government or insurance agency unless specified otherwise.

(r) UOBKH Group may at your discretion appoint UOBKHS Nominees (Tempatan) Sdn. Bhd. or any other nominee to act on UOBKH Group behalf and assign or transfer to such nominee the powers, rights, authorities, duties and obligations conferred on and undertaken by UOBKH Group under these Terms and Conditions by giving me notice and such assignment or transfer will not materially affect the provision of services to me/ us or my/ our rights.

#### **Nominee services**

24. (a) Where applicable, I/ we agree and authorise you to register and hold in safe custody any Investment I/ we have purchased in UOBKH Group name, or in the name of one or more of UOBKH branches, other banks or financial institutions, or nominee companies (each, a "Nominee Company") which UOBKH Group will nominate from time to time whether or not such Nominee Company is related to UOBKH Group, and on such Nominee Company's customary terms and conditions and/or such other terms and conditions as UOBKH Group may approve.

(b) I/ We further authorise UOBKH Group to transfer, redeem, or otherwise deal with any Investment registered in UOBKH Group name as my/ our nominee on my/ our instructions. Where UOBKH Group elect to have such Investments registered in UOBKH Group name or in the name of any Nominee Company, I/ we authorise UOBKH Group to transmit my/ our instructions to transfer, redeem, or otherwise deal with any Investment so registered and to execute, under hand or seal, all necessary or related documents on my behalf.

(c) If I/ we wish to purchase or sell any particular Investment, or to enquire or amend any particulars relating to Investments you hold, I/ we agree that UOBKH Group may on my/ our instructions make the necessary arrangements to do the same (including arranging for the transfer of funds from my / our Account(s) or such other account as I/ we may instruct) and to debit my/ our Account(s) for any charges, commissions, fees, and any other costs involved; and/or to credit my Account(s) (or such other account as I/ we may instruct) with the sale proceeds less any charges, commissions, fees, and any other costs involved.

(d) In acting as my/ our nominee for any Investment:

(i) UOBKH Group will be entitled at its discretion:

(1) to make such arrangements as UOBKH Group may think fit for the purpose of keeping the Investments in safe custody. In particular (and without limitation), UOBKH Group may pool my/ our Investments with other Investments belonging to or held by UOBKH Group for the account of UOBKH Group other customers, such that they may not be separately identifiable, by means of separate certificates or other physical documents or equivalent electronic records, as belonging to or attributable to me or my Account(s)). In this event, UOBKH Group will maintain such records or accounts as UOBKH Group deem fit for the purpose of determining my / our beneficial entitlement in such commingled pool;

(2) to treat the Investments as fungible, or at any time allocate specific Investments to me, and any such treatment or allocation will be binding on me/ us if for any reason, to the fullest extent permitted by law, all or any part of the Investments deposited or lodged with any Nominee Company and treated as fungible are lost or otherwise become unavailable for delivery. In that event, the reduction in the amount of such Investments will be shared between all the depositors or holders of Investments of that class or category whose Investments are treated as fungible. Any pro rata entitlement in this respect will be dealt with by the sale of the relevant Investments and the distribution of the proceeds of sale thereof. Notwithstanding the foregoing, no reduction will be made if and to the extent that UOBKH Group determine at its discretion that UOBKH Group will be able to replace or recover any of the relevant Investments. Any losses that UOBKH Group may be liable for will be limited to Direct Damages only.

(3) to comply with the provision of any prevailing law, order, regulation, directive or custom from time to time imposed on a nominee or custodian of the Investments. I/ We agree that the custody of Investments in any country is subject to the applicable laws, orders, regulations, directives and customs of that country; and

(4) to maintain all such records on relation to the Investments as you think fit, having regard to any relevant laws;

(ii) UOBKH Group will claim all amounts in respect of dividends or interest pertaining to my/ our Investments held in custody which are known to UOBKH Group to be payable. Such amounts will be paid to me or held in an Account as and when they are actually received by UOBKH Group, but UOBKH Group will not be responsible for claiming any other entitlement or benefit you may have under applicable taxation treaties or arrangements on your behalf. In other respects, UOBKH Group and the Nominee Companies will not be responsible for the exercise of any other right or power arising from ownership of the Investment save where caused by any breach, or negligence by you; and

(iii) UOBKH Group will not be obliged to attend any meeting or to exercise any vote, or take any action with regard to any allotment, subscription, rights issue, conversion, or other rights in respect thereof, or as regards any consolidation or reorganisation, or in connection with any take-over, merger, receivership, judicial management, bankruptcy, winding up, or other insolvency proceedings, except on and in accordance with these Terms and Conditions and I undertake to indemnify you against all claims, losses and damages caused by me/ us, my/ our own actions or inactions and/or your acting on my instructions.

(e) If the Investments are registered in the name of a Nominee Company, I agree that:

(i) UOBKH Group are authorised to maintain such particulars of my/ our investments and divestments and my/ our income or sale proceeds which UOBKH Group may receive from such Investments and to provide me/ us with periodical statements of such particulars as UOBKH Group consider necessary, having regard to any relevant laws; and

(ii) any advice of the execution of my/ our instructions in relation to any Investment or any advice in response to my/ our queries on such Investments may be sent to you and/or any Nominee Company, and UOBKH Group may at its discretion, having regard to the circumstances, issue to me/ us (in lieu of such advice) a separate statements of Investments sold or purchased or held.

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(f) To the fullest extent permitted by law, UOBKH Group will not be responsible for any damage or loss arising in connection with such nominee or safe custody services. I/ We agree that my/ our Investments are placed with a Nominee Company at my/ our sole risk. UOBKH Group or any of UOBKH subsidiary, associated or affiliated companies will not be liable if an Investment is subject to acquisition, requisition, expropriation, or confiscation or if there is any restriction on the repatriation, transferability or distribution of an Investment (or any fund realised on the liquidation of the investment) or if there is any damage, loss or diminution to the Investment. Any losses that you may be liable for is limited to Direct Damages only.

(g) With regard to any document received by UOBKH Group relating to the Investments including any proxy, circular, rights, warrants etc, UOBKH Group will have no duty or responsibility to send the documents to me or to notify me of the receipt of such documents, unless required by law or under any agreement with me/ us.

(h) I/We will immediately on your request, perform such acts and sign and execute and/or seal all agreements, proxies, authorities or documents as may be required for the performance or implementation of any part of these Investment Terms and Conditions, or for the perfection of the security referred to in the following paragraph, in default of which you are authorised to perform all such acts, and to sign under hand or seal, all such agreements, proxies, authorities, security document or documents whatsoever.

(i) If I/ we fail to pay any amount owed by me to UOBKH Group including any fees, charges, costs and expenses on first demand and/or in the event there is any money owing to UOBKH Group by me/ us, without prejudice to any rights of security or set-off which you may be entitled to (under this document or otherwise), UOBKH Group may: (i) have any of the Investments held by UOBKH Group as nominee sold (or instruct any Nominee Company holding any Investment on my/ our behalf to sell by public or private sale on such terms as UOBKH Group see fit and may apply the proceeds in payment or reduction or such amounts owed to UOBKH Group; and/or (ii) retain the Investments held by UOBKH Group as nominee by way of mortgage to secure payment of such fees, charges and expenses.

(j) To the fullest extent permitted by law, I/ we will not hold UOBKH Group responsible for the failure of any issuer and/or manager of any Investment to accept an application for Investments or to act in accordance with my instructions given directly or indirectly through UOBKH Group, or for any act, neglect or default of such issuer and/or manager, save where such failure to accept the application or to act in accordance with my instructions is caused by any breach, or negligence by UOBKH Group.

(k) Statements showing the assets held by UOBKH Group in my/ our Account will be forwarded to me/ us on a monthly basis or such other period as UOBKH Group may specify and notify to me.

(l) I/ We acknowledge that any advice and/or materials received by me/ us from UOBKH Group will be for my / our own personal use.

(m) Notwithstanding anything to the contrary in this paragraph 14, UOBKH Group will not be obliged to provide any of the aforesaid services in relation to any Investments that are not registered in your or any Nominee Company's name.

#### **Investment Funds**

25. (a) To the fullest extent permitted by law, UOBKH Group accept no responsibility for furnishing information to me concerning any investment funds including securities, unit trusts, private retirement schemes, foreign currencies or bonds and other investment funds ("Fund(s)") or the performance of the Fund(s) save where there is wilful default, or negligence in the provision of such information by UOBKH Group. My/ Our investment in the Fund(s) and the relevant prices for these Fund(s) will be subject to such terms and conditions as UOBKH Group may reasonably prescribe from time to time as UOBKH Group may notify to me/ us. Non-profit organisations may subscribe for the Fund(s) provided their respective constitutions do not bar them from doing so. It is the responsibility of the non-profit organisation to ensure that the Fund(s) does/do not hold investments of a nature in which such an organisation is prohibited from investing. Units of the Fund(s) may neither be bought nor held directly by, nor may they be transferred to an investor who is a United States Person.

(b) I/ We understand that: (i) Fund(s) units are not bank deposits and are not endorsed or guaranteed by UOBKH Group or its subsidiaries, and do not constitute your obligations or those of UOBKH Group or its subsidiaries unless otherwise stated; and

(ii) the past performance of any Fund is not a guarantee of its future performance and that the price of a Fund may go down as well as up, and in certain circumstances the right of the investor may be restricted.

(c) All mail in connection with the Fund(s) will be sent to the address of the main investor of the Fund(s).

(d) With respect to any units of any Fund(s) subscribed for by me/ us, if I/ we do not make good the payment for subscription, UOBKH Group will have the right to automatically liquidate my / our holding on the next Dealing Day (as defined in the relevant trust deed or other document constituting the Fund) and to apply the proceeds of such liquidation in reduction of the amount payable by me to you and without any prejudice to any other right which you may have against me in respect of such non-payment, and I will (i) pay UOBKH Group all costs and expenses which UOBKH Group may incur in connection therewith and (ii) reimburse you for any shortfall between the liquidation proceeds and the subscription price. UOBKH Group will be entitled to arrange on my behalf for registration of units subscribed for by me in any Fund in my or UOBKH Group name or that of UOBKH Group nominee company, but UOBKH Group will in any case maintain records of my entitlement to units in these Fund(s).

All instructions by a corporation must be executed under its company seal in accordance with its Articles of Association or equivalent constitutive document(s).

(e) If I/ we do not quote my/ our reference number at the time of my/ our giving instructions for the redemption of units, you reserve the right to carry out the redemption on a "First-In-First Out" basis.

(f) I/ We will be required to redeem my units in the Fund(s) where:

(i) I am granted citizenship, "Green Card" status or a right of domicile in the United States of America; or

(ii) I commence to maintain a mailing address situated in the United States of America or become a US Person.

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## Investment Decision/Indemnity and Request to Receive Information on Offshore Products and Services

26. (a) All investments are made solely on my/ our judgment and at my discretion and own risk. Nothing in UOBKH Group brochures, investment reports and/or any of UOBKH Group materials supplied to me/ us, nor any customer investment profiling conducted for me/ us, will be construed by me/ us as UOBKH Group investment advice as regards the relative attractiveness of one investment option over another. (b) I/ We request UOBKH Group to contact me/ us on any investment opportunities that UOBKH Group believe may be of interest to me/ us. I/ We fully understand that, to the fullest extent permitted by law, (a) UOBKH Group are not obliged to provide me/ us with any financial, market or investment information or suggestion; (b) if UOBKH Group so act, UOBKH Group do not provide the same as a required Service, nor act as an advisor; and (c) UOBKH Group assume no responsibility for the accuracy and completeness of or the performance or outcome of any investment made by me/ us after receipt of the same save where there is wilful default, or negligence in the provision of any such information by UOBKH Group.

(c) Without prejudice to the generality of paragraph 16(b) above, unless I/we otherwise notify UOBKH Group in writing, I/ we confirm my/ our wish to be provided with global market information and research and, from time to time, information on specific investment opportunities (including equities, fixed income and debt, alternative investments, derivatives, structured products, collective investment schemes, dual currency account and placements) and specific banking and insurance products which UOBKH Group consider may be of interest to me/ us.

I/ We understand that all materials and information which UOBKH Group will provide or make available to me/ us will be prepared and provided at my/ our request solely for my private information and for discussion purposes only and will not, under any circumstance, constitute an offer to sell, or a solicitation of an offer to buy, any of the financial products or securities. I/ We understand that I/ we am/ are solely responsible for compliance with any laws, regulations or rules applicable to my/ our opening of the Account and/or Investment Account with UOBKH Group, including but not limited to, any laws, regulations or rules in Malaysia or any other jurisdiction, relating to account opening, tax, foreign exchange and capital control and for registration, reporting or filing requirements that may apply to me as a result of my country of citizenship, domicile, residence or tax-paying status.

(d) If I/ we pay UOBKH Group in a currency other than the Contract Currency, whether under a relevant Contract or pursuant to a judgment of court relating to a relevant Contract, UOBKH Group are entitled to use the currency you receive from me to purchase the Contract Currency on the next day UOBKH Group are open for business following UOBKH Group receipt of the same, according to normal banking procedures. If the amount of Contract Currency UOBKH Group are able to purchase is less than the amount calculated pursuant to the provisions of the Agreement (whether the difference is as a result of a movement in exchange rates or otherwise), I/ we will indemnify UOBKH Group for the difference. My/ Our obligation to indemnify UOBKH Group is a separate obligation notwithstanding any judgment of court. I/ We will also indemnify you against any costs incurred by you in purchasing the Contract Currency.

(e) Notwithstanding any netting, off-setting, exchange or liquidation of obligations under these Investment Terms, I/ we agree to pay to UOBKH Group UOBKH Group demand and indemnify UOBKH Group for any amount owing to UOBKH Group in connection with any position/investment which would have been off-set under these Investment Terms, but for any act, omission or insolvency on the part of any counterparty to or broker or agent in respect of, any of the relevant Contracts.

## 11 RISK DISCLOSURE STATEMENT FOR OF STRUCTURED INVESTMENT PRODUCT

Structured products is based on underlying listed securities that offer the potential for high returns but also involve substantial risks including market, liquidity and credit risks. The risk profile of the Investment that I/ we invest in may change over its tenor. The risks listed below are representative of the key risks, although I/ we hereby declare and duly note that this document and the Product Documentation cannot disclose all possible risks relating to such Investment. References to "structured product" below shall be deemed to be references to the relevant Investment that you invest in, and references to "Reference Asset(s)" below shall be deemed to be references to the relevant underlying currency pair.

I/ we am/ are aware of the possible risks associated with my/ our investment in investment funds, foreign currencies, commodities and/or Securities including:

### (a) Price Risks:

The prices of investment funds, foreign currencies, commodities and Securities are subject to the risks of market fluctuations which may result in these investments being reduced in value. In respect of foreign currencies, a decline in a foreign currency's exchange value relative to my/ our base currency will reduce my / our earnings or even my/ our principal amount invested therein.

### (b) Credit Risks:

Investment funds, commodities and Securities are not insured by UOBKH Group or by any of UOBKH Group branches, affiliates or subsidiaries.

### (c) Issuer Risks:

My/ Our instructions to UOBKH Group to purchase any Securities are based on my/ our individual assessment of the issuer of such Securities and the same are subject to the risks of the issuer, including the failure by such issuer to make good, valid or timely delivery or payment to UOBKH Group in my/ our favour.

### (d) Sovereign Risks:

Any imposition by any governmental or regulatory authority of the country of the relevant issuer of Securities of any material exchange controls or other limitations or restrictions may cause payments in respect of such Securities to be made in the local currency of such country instead of the original invested currency or may result in the inability to effect outward remittances of the whole or any part of such payments (whether in the local currency, the original invested currency or any other currency) from such country, which can result in the loss of all or part of the principal sum invested by me. If a sovereign risk

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event occurs and payments in respect of such Securities are made in the local currency of the country of the relevant issuer instead of the original invested currency, there is the additional risk of the subsequent devaluation and/or lack of convertibility in the local currency versus the original invested currency.

(f) Liquidity Risks:

During adverse market conditions, I/ we may not be able to liquidate all or part of my/ our Securities as and when I/ we require.

(g) Settlement Risk:

I/ We understand that at maturity, funds will be passed on to me/ us only after receipt of good funds by UOBKH Group from the issuer. UOBKH Group will effect payment of such funds to me/ us within two (2) to three (3) Business Days subsequent to the stated maturity date (or such other period of time as UOBKH Group may determine and notify to me/ us). I/ we will make no claim on UOBKH Group, its branches, subsidiaries or affiliates for interest as a result of any delay in payment.

(h) Market Risk

The value of the structured product is based on various market factors such as the price or level of the Reference Asset(s), the level of interest rates, volatility and time remaining until maturity. Structured products are volatile instruments and their values may fall as rapidly as they may rise. Past performance is not a reliable indicator of future performance.

(i) Reference Asset Risk

The payments (if any) that I/ we receive under the structured product are dependent on the performance of the Reference Asset(s) during the investment period and / or on certain valuation date(s), so it is important that the Reference Asset(s) is / are capable of being properly valued. Accordingly, when proper valuation of the Reference Asset(s) is prevented, the valuation period and / or valuation date(s) may be postponed to a subsequent period and / or day. In addition, you have no claim, interest or rights of ownership in relation to the Reference Asset(s) and investing in the structured product is not the same as a direct investment in the Reference Asset(s) and hence, the market value, early repurchase or early termination price or maturity value of the structured product may not reflect movements in the price or level of the Reference Asset(s). Finally, there is no assurance that the performance of the Reference Asset(s) will be at the desired levels in order to produce returns corresponding to the particular investment strategy applicable to the structured product.

(j) Principal at Risk

This structured product is a principal-at-risk product. I/ We may lose some or all of my/ our initial investment amount. There is no assurance from UOBKH Group (or otherwise) that at maturity, I/ we will receive repayment of my/ our entire initial investment amount. I/ We may suffer a loss on my/ our investment if the structured product is settled in the alternate currency at maturity.

(k) Underperformance Risk

This is not a deposit. There is no assurance from UOBKH Group (or otherwise) that at maturity, the return on the structured product will be equal to or greater than any potential return that I/we may have earned from a direct investment in the Reference Asset(s), in a bank deposit or non structured fixed coupon bond. As the payment mechanics and terms of the structured product are not variable, I/ we shall note that even if my/ our view of the direction of the Reference Asset(s)' performance is correct, you will not gain more than the amount specified under such payment mechanics and terms.

(l) Events Adjustment Risk

UOBKH Group or (where applicable) Calculation Agent has the discretion to make adjustments to the terms of the structured product if it determines that certain adjustment or extraordinary events have occurred (including, but not limited to, market disruption, changes in taxation law and other economic, political or social conditions). The exercise of such discretion may have an unforeseen and adverse impact on the payments that I/ we receive under the structured product.

(m) Early Termination Risk (by the Client)

Prior to maturity, UOBKH Group may agree to me/ us terminating the structured product but UOBKH Group is under no obligation to do so. Early termination is at the sole and absolute discretion of UOBKH Group and will incur a cost that may result in the loss of substantially all or part of my/ our initial investment amount. In calculating the applicable early termination amount, UOBKH Group will factor in the costs of terminating any related hedging and funding arrangements and other costs relating to the structured product, which may result in an early termination amount that is substantially lower than my/ our initial investment amount.

(n) Early Termination Risk (by UOBKH Group)

UOBKH Group have the sole and absolute discretion to early terminate the structured product upon the occurrence of certain events, including (but not limited to) a Change in Law, Force Majeure, Hedging Disruption, Increased Cost of Hedging, Tax Event or any Disruption Event (each as defined in the relevant Product Documentation). For example, if there has been any change in the laws or regulations applicable to the structured product such that it is no longer legal or practical for UOBKH Group to maintain its hedging arrangements under the structured product, UOBKH Group may exercise its discretion to early terminate the structured product. In calculating the sum payable to me/ us, UOBKH Group will factor in the costs of terminating any related hedging and funding arrangements relating to the structured product. This may reduce the early termination amount payable to you and may result in the loss of all or part of my/ our initial investment amount. Please refer to the relevant Product Documentation for more details on the events that may lead to an early termination and the factors that UOBKH Group may take into account when determining any early termination amount that is payable to me/ us.

(o) Reinvestment Risk

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Where the structured product is terminated prior to maturity for whatever reason, I/ we may not be able to reinvest the amounts received at the same rate or for the same return or linked to the same Reference Asset(s) at that point in time.

(p) Exchange Rate and Control Risk

Where the structured product is denominated in a non-local currency, I/ we face the risk of exchange rate fluctuations and controls (where applicable) that may (i) affect the applicable exchange rate and result in the receipt of reduced coupon(s), cash settlement amounts and/ or a loss of principal when converted to my/ our local currency and (ii) make it impossible or impracticable for the Bank to pay you in the original settlement currency. Exchange controls may also be applicable to the currencies my/ our investment is linked to. Exchange controls or other monetary controls may be imposed by a government, sometimes with little or no warning. Such measures may have a significant effect on the convertibility or transferability of a currency and may have unexpected consequences for the structured product. I/ We may suffer a loss on my/ our investment as a result of such exchange rate fluctuations and / or controls.

(q) Interest Rate Risk

The market value of the structured product is exposed to the movement of interest rates during the tenor of the structured product and whenever it is terminated or sold prior to maturity.

(r) Tax Risk

UOBKH Group recommends that I/ we take independent tax advice before committing to purchase this structured product. UOBKH Group does not provide tax advice and therefore I/ we have full responsibility for any tax implication of investing in this product. Any tax treatment depends on my/ our individual circumstances and may be subject to change in the future.

(s) Leverage Risk

If I/ we have used leverage to purchase the structured product or if there is leverage embedded in the terms of the structured product, a relatively small movement in market or Reference Asset levels or prices will have a significantly larger impact on the structured product and my/ our returns under such structured product. This may work for me/ us as well as against me/ us.

(t) Conflicts of Interest

I/ We should understand and accept that UOBKH Group plays a variety of roles in relation to the structured product, including acting as my/ our counterparty and the Calculation Agent. UOBKH Group has various discretionary powers (for example, the power to terminate or adjust terms of the structured product in certain circumstances) which may have a material impact on the value and performance of the structured product. In performing these duties, the economic interests of UOBKH Group are potentially adverse to my/ our interests as an investor in the structured product. UOBKH Group may from time to time engage in transactions involving the Reference Asset(s) (or derivatives or other products linked to the Reference Asset(s)) for its proprietary and other counts. Such trading may influence the value of the Reference Asset(s) and therefore the value of the structured product in a manner that is potentially adverse to my/ our interests as an investor in the structured product

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