

TERMS AND CONDITIONS GOVERNING INVESTMENT SERVICES

The following are the prevailing terms to which the provision of Investment Services by HSBC Bank Malaysia Berhad (herein after referred to as "HSBC") is subject to and which may be amended by HSBC from time to time.

1. DEFINITIONS

- 1.1 "Application price" means the price at which units in any of the unit trust funds are to be purchased, invested in or issued in accordance with the meaning as given in the respective Funds' Trust Deed;
- 1.2 A "banking day" and "normal banking hours" shall, unless otherwise specified by us, refer to a banking day and the normal banking hours of our main branch at No. 2, Leboh Ampang, 50100 Kuala Lumpur.
- 1.3 A "business day", in connection with the purchase and sale of securities including units of unit trust funds, means such a day on which the Kuala Lumpur Stock Exchange is open for trading.
- 1.4 The expression "Company" herein shall refer to sole proprietors, partnerships, companies, unincorporated associations and societies.
- 1.5 The "Contract" means the contract entered into between us and you when you accept the Terms in accordance with the instruction above.
- 1.6 "Custodian" refers to HSBC (Kuala Lumpur) Nominees Sdn Bhd or any other Custodians appointed for the purpose of holding, keeping, recording and any other duties required of it by and for HSBC in respect of the provision of the Investment Services pursuant to these terms.
- 1.7 "EPF" means the Employees Provident Fund;
- 1.8 "EPF Investments" means where you use your EPF moneys to invest in any of the Unit Trust Funds;
- 1.9 "Funds" means any unit trusts, investment funds, mutual funds or any other collective investment schemes authorised by the relevant authorities such as Registrar of Companies and Securities Commission, and managed by unit trust management companies, which may not be a member of the HSBC Group and "Fund" means any one of such Funds;
- 1.10 "General Investments" means all investments in the any of the Funds made by you other than EPF Investments;
- 1.11 The "Information" means any financial, market or other information and data supplied by us or any Information Provider and made available to you through the Services.
- 1.12 The "Information Provider" means any person or body corporate, other than us, who supplies the Information and includes any person or body corporate who supplies any information to an Information Provider.
- 1.13 An "Instruction" is any request or instruction to us given by you or, in the case of a company, on your behalf which is effected through the Investment Services.
- 1.14 "Manager" refers to the unit trust management company or the managers of the Fund.
- 1.15 The "Services" refers to the services provided by us to you as described in Clause 2 of these Terms by which you may give us Instructions in respect of your accounts with and investments through us.
- 1.16 "Switch" means the withdrawal from one fund and investing into another fund of the same unit trust management company.
- 1.17 "Transfer" means moving the investment/unit holding of an investor or joint investors to that of another investor or joint investors, who must be members of immediate family such as spouse, children, parents and siblings.
- 1.18 "Trust Deed(s)" mean in relation to any Fund, the deed of trust, including any supplement or amendment thereto.
- 1.19 "Units" means, in respect of any Fund, units in that Fund.
- 1.20 References to "we", "us", "our", "ours", the Bank and the Bank's are references to HSBC and where the context allows or requires, include our successors and assigns.
- 1.21 "Withdrawal price" means the realisation price of a Unit withdrawn, redeemed or sold on any Business Day.
- 1.22 References to "you", "your" and "yours" are references to the person who has accepted and agreed to be bound by the Terms set out herein and is using the Services and where the context requires, include the person's personal representatives or lawful successors, and in the case of joint accountholders or joint holdings, shall mean all and each of them who shall be bound by the Terms and be jointly and severally liable for all transactions and dealings effected using the Services.

2. SERVICES

- 2.1 The Services described herein refers to Investment Services and any other related services in order to enable the provision of Investment Services.
- 2.2 Investment Services includes enabling you to give Instructions to and communicate with us for the purposes of investing and other related transactions, and hence includes, holding, subscribing, switching, transferring, withdrawing or redeeming of securities including Units in any Fund.
- 2.3 As part of the Services provided herewith, the Bank will make available the most recently published editions of each of the Funds' prospectuses which may be combined in Master Prospectuses, issued by and supplied by the respective Manager and other materials such as the latest annual reports, semi-annual reports and any other Information (if available) in respect of your investments, holding and subscription of securities including Units in any Fund pursuant to these terms and conditions and shall procure that all notices or circulars issued by the respective Managers and received by us and/or the Custodian are delivered to you.
- 2.4 The Bank may at our sole and absolute discretion provide, subject to these Terms, Investment Services, where appropriate and necessary through our licensed sales staff in accordance with guidelines, laws and regulations, prevailing from time to time.
- 2.5 The Bank have the right to determine and vary from time to time the scope and type of Services to be made available including, without limitation:
- expanding, modifying or reducing the Services at any time;
 - imposing and varying any restrictions on the provision of the Services such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which you may conduct or authorise to conduct and
 - prescribing and changing the normal service hours during which the Services are available and any daily cut-off time for any type of Services or transactions. Any of your Instructions received by us after any applicable daily cut-off time may be processed on the next banking day or business day as appropriate.
- 2.6 The Services are offered only where the provision of these Services is lawful within and outside Malaysia. Any reference to securities services is intended to be of general information only and are not intended for US persons. Any person seeking more information on these Services must provide his/her mailing address/telephone area codes and must declare that he/she is not a US citizen, US resident or US person as defined under Rule 902(k) of Regulation S under the US Securities Act 1933.

- 2.7 By applying to us for the provision of the Services under the provisions contained herein, you and in the case of a company, on the company's behalf hereby certify that :-
- i. you are not a citizen or resident of the United States of America
 - ii. you have not been nor do you anticipate or expect to be present in the United States for a period aggregating 183 or more days during the calendar year.
 - iii. the gains from the investments, holding, subscriptions, switching or redemptions of securities including Units in any Fund carried out pursuant to the Services offered are not effectively connected or related to any US trade or business which you are engaged in or plan to engage in during the calendar year.
 - iv. if any of the clauses (i) to (iii) above change(s) or appears likely to change you will notify us in writing as soon as reasonably practicable and in any event within 30 days from such change or you becoming aware of the likelihood of such change.
- 2.8 Any application for these Services may be made by completing and signing the Investment Services Account Opening form and/or such other forms made available by us and in such other manner as may be prescribed from time to time, including by use of Electronic Services or Internet applications provided the regulatory requirements are complied with.
- 2.9 Your acceptance to these Terms signifies a valid and subsisting Contract between us, under which the Bank may continue to provide you these Services in accordance with the terms and conditions herein.

3. INVESTMENT INSTRUCTIONS AND RELATED TRANSACTIONS

- 3.1 All applications for investments and related transactions including holding, subscribing, switching, transferring, withdrawing or redeeming of securities including Units in any Fund must be made by completing and signing the Investment Instruction form and/or such other forms made available by us and in such manner as may be prescribed from time to time. A prospectus or master prospectus relating to the relevant Fund will be given with each Instruction to invest or subscribe in any of the Fund and each investment or subscription shall be made pursuant to the Prospectus.
- 3.2 Subject to the provisions contained herein, the Bank will on your behalf place orders or send requests for investing, holding, subscribing, switching, transferring, withdrawing or redeeming Units of the Fund upon receipt of the duly completed Investment Instruction form or any other relevant forms.
- 3.3 You hereby acknowledge and agree that the above said orders will be made in the name of the Custodian, hence your identity will not be disclosed to the Managers or Fund. Any transaction or confirmation statements issued in respect of will be delivered direct to the Custodian and such investments or subscriptions will be held by Custodians for you and on your behalf.
- 3.4 The Bank may aggregate and consolidate your Instructions for investing, holding, subscribing, switching, transferring, withdrawing or redeeming of Units either daily or from time to time and such orders or requests will be placed or sent by us to the relevant Managers or Fund.
- 3.5 When the Bank has placed an order (consolidated or otherwise) for the investment or subscription of Units or for switching of Units with the relevant Manager or Fund, the Manager or Fund will issue the relevant Units to and register the Units in the name of the Custodian. The Units so issued will be allotted or allocated among the relevant applicants in any order or manner as may be determined by us.
- 3.6 Payment for investments or subscriptions of Units shall be made from available and transferable cleared funds in your account/s with us and instructions to debit your account/s shall be made on the same Investment Instruction Form.
- 3.7 The Bank shall, subject to the terms herein, put a hold on the transferable cleared funds in your account/s with us, with the amount required and make such payments for the said orders for investments, subscriptions or holding of Units on your behalf as agreed between us and the relevant Fund or Manager.
- 3.8 In the event you wish to make payment for investments or subscriptions of Units by cheques, cashiers order, bank draft or any other negotiable instruments, the date of payment and hence the date of investment or subscription shall be the date when such instrument is cleared and full payment is received by us. The Bank may at our discretion on occasion determine that the date of investment or subscription as the date on which such instrument is presented with the Investment Instruction and deem the fund to be freely transferable cleared funds. Where such instrument is returned unpaid for any reasons whatsoever, you undertake to make good the payment and pay expenses incurred thereon. If the Bank had already deemed the fund to be freely transferable cleared funds and placed the order, you irrevocably authorise us to sell the Units back to the Manager or Fund and also undertake to pay us the shortfall (if any) and all expenses and losses (if any) incurred or suffered by us in selling the Units back to the Manager or Fund.
- 3.9 Withdrawal or redemption proceeds received by us will be paid or credited in the manner specified in the Investment Instruction form or any other relevant document. The redemption proceeds will be net of any fees and charges (if any) or expenses incurred in connection with the withdrawal or redemption. The Bank is not obliged to ascertain the adequacy of the redemption monies received.
- 3.10 Any payment made by us pursuant to any Instructions signed or purported to be signed or made by you or your authorised signatory/ies shall be a complete discharge and will absolve us from any liability to you or to any other party.
- 3.11 Bank may at its sole discretion consolidate your Investment Instruction to invest, subscribe, switch, transfer, withdraw or redeem Units received by the Bank before the cut-off time on any business day with other Instructions (if any) and the Bank will use all reasonable endeavours to place the orders or requests on an aggregated or consolidated basis to the relevant Manager or Fund for the same business day if payment for investments or subscriptions is received in transferable cleared funds on this same day before cut-off time or the time of payment determined by us is before cut-off time. If such order or request is not or cannot be carried out on the same business day for any reason the Bank shall be entitled to place or carry out such order and request on the next business day or the date when the fund for the payment is in transferable cleared funds (whichever is later) and any such transactions shall be binding on you. Instructions received after the specified cut-off time shall be deemed to be an Instruction received by us on the next business day and the above conditions will apply.
- 3.12 The Bank may (but shall not be obliged to) require that any instructions given by telephone or facsimile should contain such Telephone Personal Identity Number or other identifying code or test as the Bank may from time to time specify and you shall be responsible for any improper use of any such identity number, code or test.
- 3.13 The Bank may at its discretion record telephone instructions by writing and/or tape recording and/or any other method and the Bank's record of any such instructions shall be conclusive and binding.
- 3.14 The Bank shall be entitled in its absolute discretion to refuse to comply with any instructions which in the opinion of the Bank are unclear or ambiguous or which would or might cause the Bank to contravene any law or regulation (whether or not having legal and binding effect) and the Bank shall not incur any liability to you as a result of its refusal to act in such circumstances.

<p>3.15 Where any payment is made by you in respect of any investment, subscription, switching or transfer of Units in a currency other than the currency in which the Fund is denominated, the Bank shall be entitled to convert to the currency in which the Fund is denominated to make the necessary payment for the transaction at the rate of exchange determined by us at our discretion.</p> <p>3.16 Where any payment made to us in respect of withdrawal or redemption of Units by you in a currency other than the currency in which the Fund is denominated, the Bank shall be entitled to convert to the currency in which the Fund is denominated to make the necessary payment to you in respect of the transaction at the rate of exchange determined by us at our discretion.</p> <p>3.17 Where any payment is made in foreign currency notes in respect of any investment, subscription, withdrawal or redemption of Units, the Bank shall be entitled to charge, retain or deduct a commission, bank charges, collection charges, commission and other costs and expenses.</p> <p>3.18 You will receive transaction or confirmation statements from the Custodian or us as the case may be, in respect of any investments, subscriptions, switching, transfers, withdrawals or redemptions of Units issued to or switched by or to, or transferred by or to or redeemed by us on your behalf. Should you have a Premier or PowerVantage account or any relevant substitute therefor with us, your Unit holding may be indicated in your consolidated statements.</p> <p>3.19 Income distributions (if any) declared by the Fund or Manager will be reinvested in the Fund as authorised and indicated by you in the Investment Instruction Form.</p> <p>3.20 You shall be entitled to receive subsidiary income tax certificate issued by us or tax vouchers issued by the Fund or Manager and endorsed by us or Custodian or Sub-Custodian as the case may be, in respect of the distribution of income (if any) declared by the Fund or Manager.</p> <p>3.21 You acknowledge that any Fund or Manager which receives the investment or subscription, withdrawal or redemption orders from us is not obliged to accept the order in part or whole. The Bank shall not be liable or responsible for any action or rejection on the part of any Fund or Manager in respect of any such orders. The Bank or the Custodian, shall have no responsibility or liability for ensuring that the relevant Fund or Manager allots the Units or for any losses including any loss of investment opportunity which you may suffer or incur as a result of any refusal to accept or delay in accepting such orders by the Fund or Manager.</p> <p>3.22 The Bank may appoint agents or sub-agents for such purposes or functions as the Bank may think fit.</p>	<ul style="list-style-type: none"> ▪ where monies are payable in respect of any of the investments, holding, subscriptions of securities including Units in any Fund, in more than one currency, collect them in such currency as may be permissible by law as the Bank and/or Custodian may in its discretion determine; ▪ (to the extent that the Bank or Custodian has actual notice of the relevant event) present for payment the investments, holding, subscriptions of securities including Units in any Fund, which are called, redeemed or retired or otherwise become payable and all coupons and other income items held on your behalf which call for payment upon presentation and hold the received payment on your behalf. <p>5.4 The Bank, the Custodian and/or Sub-Custodian shall not be under any duty or obligation to make arrangements or requirements to attend any meetings or to vote on any matters relating to any securities or Fund except in accordance with the specific written instructions signed by you. Under such circumstances, the Bank shall, if required in accordance with your instructions, use all reasonable efforts to procure the delivery by Custodian, or the execution in blank and delivery by Custodian, to you of notices, proxies and proxy soliciting materials in relation to your investments, subscriptions or holding in Units of any Fund held pursuant to these terms.</p> <p>5.5 Upon us being fully indemnified to reasonable satisfaction for costs and liabilities payable by you and upon your production of such evidence as may be requested by us, the Bank shall execute, or shall procure the execution by Custodian and/or any Sub-Custodian of, such ownership and other certificates and affidavits as may be reasonably requested by you for fiscal or tax purposes in connection with your investments, subscriptions or holding in Units of any Fund, held pursuant to these terms and shall make or procure the making of such applications and reports as may be required under the laws of any jurisdiction in order to apply for or secure any tax privileges to which you are or may otherwise be entitled in connection with such investments, subscriptions or holding in Units of any Fund.</p>
<p>4. MONTHLY INVESTMENT PLAN</p> <p>4.1 You may apply to establish a monthly investment plan of any Fund which offers such plan for investments, subscriptions or holding of Units of the relevant Fund on a monthly basis, by completing the relevant Investment Instruction form and the Standing Instruction form and/or any other relevant form as the case may be.</p> <p>4.2 You shall establish the monthly investment plan according to the terms as specified in the relevant Fund prospectus or master prospectus including minimum initial investment amount and the minimum subsequent investment amount as required by the relevant Manager.</p> <p>4.3 Payments for the investments, subscriptions or holding in respect of such monthly investment plan shall be made under a Standing Instruction to debit your account/s with us on a specific day of any month (instruction date) as determined by the Manager or by us, which shall be 1 business day before the order for investment, subscription or holding of Units under such monthly investment plan is made to the relevant Manager. Where the due date to debit your account/s is a non-banking day, payment shall be made from your account/s the following banking day and the order for investment, subscription or holding of Units of the relevant Fund in this respect shall be effected the next business day.</p> <p>4.4 In the event that payment cannot be made from your account/s for any reason whatsoever, no order for investment, subscription or holding of Units of the relevant Fund under such monthly investment plan shall be effected in respect of that instruction date.</p> <p>4.5 The monthly investment plan shall be effective until expiry of the Standing Instruction or the expiry of the written notice from you to terminate such monthly investment plan, whichever is the earlier.</p>	<p>6. FEES, CHARGES AND EXPENSES</p> <p>6.1 You shall pay fees in accordance with the fees, charges and expenses imposed by the relevant Fund or Manager, as published or advertised in the Fund prospectus or master prospectus, marketing material or other material or made known through any Information in any way for your orders for investment, subscription, holding, switching, transfer or redemption of Units or other transactions. The Bank expressly reserve the right to change the fees, charges and expenses or a scale of fees, whether in accordance with the relevant Fund or Manager's requirements or otherwise, subject to notification in advance.</p> <p>6.2 Further you shall pay or reimburse us all costs and out-of pocket expenses including, without limitation, all costs and fees imposed by any relevant Fund or Manager and all taxes, duties or levies payable in respect of any investment, subscription, holding, switching, transfer or redemption of Units or other transactions pursuant to these terms.</p> <p>6.3 In the event the services rendered are, in the opinion of the Bank considered to be exceptional in nature, you agree to pay such amount as may be agreed between you and us from time to time.</p> <p>6.4 Payment for the fees, charges and expenses shall be made from available and transferable cleared funds in your account/s with us in conjunction with clause 3.</p> <p>6.5 The Bank shall accordingly, subject to the terms herein, put a hold on the transferable cleared funds in your account/s with us, with the amount required and make such payments for the said orders for investment, subscription, holding, switching, transfer or redemption of Units or other transactions on your behalf as agreed between us and the relevant Fund or Manager.</p> <p>6.6 You acknowledge that the Bank and/or Custodian and/or Sub-Custodian shall be entitled to be paid monies by way of commission, discounts, fees or otherwise in connection with or in relation to the issue of Units to or on your behalf or other dealings in respect of or relating to any Fund. You further acknowledge and agree that the Bank and/or Custodian and/or Sub-Custodian may retain for our or its benefit and without obligation to account to you for all or any part of the commission, discount, fees or otherwise which the Bank and/or Custodian and/or Sub-Custodian may receive from any Fund or Manager or other persons in connection with or in relation to the investment, subscription, holding, switching, transfer or redemption of Units or other transactions done or carried out with or through us or for using the Investment Services pursuant to the terms herein.</p>
<p>5. CUSTODIAN AND CUSTODY OF INVESTMENTS</p> <p>5.1 You acknowledge and agree that the Bank appoint and procure the Custodian to hold investments, holding, subscriptions of securities including Units in any Fund for and on behalf of you. The Bank shall further procure that the Custodian shall, record and hold in a separate account in its books all investments and related transactions received and held by it from time to time for your account and shall arrange for all investments, subscriptions or holding to be held in safe-custody in such manner as the Bank may at our absolute discretion determine.</p> <p>5.2 The Bank shall be entitled, and shall be entitled to authorise the Custodian to appoint, without your further consent, any Bank, trust company or member firm of any securities exchange to act as (a) a Sub-Custodian of any of the investments, holding, subscriptions of securities including Units in any Fund, held on your behalf pursuant to these terms and (b) as an administrator to assist in the performance of obligations pursuant to these terms (a "Sub-Custodian") on such terms as the Bank may, in our absolute discretion, consider appropriate provided that if the Bank and/or the Custodian has exercised reasonable care and skill in the selection of such Sub-Custodian, the Bank shall not be liable or responsible for any act or omission of any such Sub-Custodian or any of its officers, employees, servants or agents in connection with any of the investments, holding, subscriptions of securities including Units in any Fund, held on your behalf, in its custody.</p> <p>5.3 The Bank shall further procure that the Custodian and/or where relevant any Sub-Custodian appointed as indicated or authorised in your Instructions, shall:</p> <ul style="list-style-type: none"> • receive, collect or hold on your behalf all income distributions including interest, dividends and other payments, rights and similar securities issued in respect of any of your investments, holding, subscriptions of securities including Units in any Fund; • hold for your account all stock dividends, rights and similar securities issued with respect to any investments, holding, subscriptions of securities including Units in any Fund; • exchange interim receipts or temporary securities for definitive securities; • complete and deliver on your behalf as beneficial owner any ownership certificates in connection with the investments, holding, subscriptions of securities including Units in any Fund as may be required by law; • dispose of moneys, collected as aforesaid or received as proceeds of redemption of any investments, holding, subscriptions of securities including Units in any Fund or otherwise, in accordance with provisions contained herein; 	<p>7. RISKS</p> <p>7.1 You acknowledge that investments or subscriptions in any securities including Units of the Funds are subject to risks including but not limited to market risks and possible loss of capital or the principal amount invested. You hereby represent and warrant that you understand and are fully aware of the risks involved in investing in securities including Units in any Fund and that you will obtain from us or the relevant Manager the most recently published editions of each of the Funds' prospectuses or Master prospectuses or any materials, Information supplied by the relevant Manager that might exist on the date of investment or subscription and the date on which the Instructions were given to us. You further acknowledge and agree that the Bank shall have no liability or responsibility whatsoever to you for any error, misstatement or omission in any prospectus or Master prospectus, materials or Information prepared by or issued by any Manager.</p> <p>7.2 The Bank accept no responsibility and liability to you and shall not give any advice or recommendation to you as to whether to invest or not to invest in any Fund or in connection with the performance of the Fund. The Bank represent that our licensed sales staff are prohibited from directly or indirectly advising, guiding, recommending or making suggestions to you on the selection of Funds or Manager. All transactions will be completed on an execution only basis according to your Instructions and you may make your decision based on relevant Information made available to you, without relying on any advice/representation which may be considered to be given.</p> <p>7.3 You acknowledge that no advice will be given and you will act solely on your own independent analysis, judgement and decisions or upon your seeking independent financial or professional advice with respect to investments in securities including Units of any Fund or investment opportunities, and after your own independent appraisal and investigation into the risks associated with such dealings or otherwise.</p> <p>8. INDEMNITY</p> <p>8.1 You hereby agree to indemnify and hold us and/or the Custodian and/or the Sub-Custodian and our/their respective Personnel harmless against all losses which may be imposed on, asserted against or incurred or suffered by us and/or the Custodian and/or the Sub-Custodian or our/their Personnel arising out of, or in connection with, the agreement set out in these terms at any time or from any cause whatsoever including, without limitation, the investment, subscription, holding, switching, transfer and redemption of investments or other transactions, the operation of your account and the enforcement of these terms save and except where such losses have been incurred by us and/or the Custodian and/or the Sub-Custodian and/or our/their Personnel as a result of our/their respective gross negligence or wilful breach of duty.</p>

- 8.2 Neither the Bank nor the Custodian and/or the Sub-Custodian nor our/their respective Personnel shall, in the absence of gross negligence or wilful breach of duty be liable to you for any action or omission in the course of or in connection with the services rendered by us/them under these terms or for any loss or damage which you may suffer or sustain as a result of or in the course of discharge by us and/or the Custodian and/or the Sub-Custodian and/or our/their respective Personnel of our/their duties under or pursuant to these terms.
- 8.3 Neither the Bank nor the Custodian and/or the Sub-Custodian nor our/their respective Personnel shall be liable to you for or in respect of any losses or failing to comply or delay in complying with our/their obligations under these terms which is caused directly or indirectly by force majeure, Act of God, war, terrorism, industrial disputes, natural disaster, adverse weather conditions, failure of communication systems or any other cause, event or circumstances beyond our and/or Custodian and/or Sub-Custodian's reasonable control.
- 8.4 You further agree to be bound by all the terms and conditions pursuant to which the Bank and/or the Custodian and/or the Sub-Custodian effects investments and related transactions provided under the Investment Services.
- 8.5 Neither us nor the Custodian and/or the Sub-Custodian shall be required to take any legal action unless fully indemnified to our/their reasonable satisfaction (as a prerequisite to taking such action) for all costs and liabilities to be borne by you.
- 8.6 Nothing in these terms or the indemnities contained in this clause shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Malaysia.
- 8.7 No act, delay or omission by the Bank shall operate as a waiver or foregoing of all or any of its rights and powers hereunder save only by express written confirmation of the same.
- 8.8 Any term herein which is prohibited or unenforceable by law shall be ineffective to the extent only of such prohibition or unenforceability without invalidating or affecting the remaining provisions or terms hereof or affecting the validity or enforceability of such provision or term in any other jurisdiction where such a provision is valid.

9. AUTHORISATION

You hereby irrevocably authorise the Bank and any person appointed by it, in your name and on your behalf, and as your act or deed or otherwise, without any reference to or consent from you, to execute all documents and to do all things as may be required for the full exercise of all or any of the powers hereby conferred on the Bank and its rights hereunder as the Bank may consider expedient in connection with the exercise of such powers and rights.

10. DISCLOSURE

- 10.1 You irrevocably consent to and permit the disclosure by us and officers and our employees to any Custodian and/or Sub-Custodian, nominee or agent or sub-agent or related companies including members of the HSBC Group, relevant person or any other person as the Bank may think fit or appropriate or necessary concerning you and your accounts with us and your particulars, accounts and transactions in relation to your investments and other related transactions including holding, subscribing, switching, transferring, withdrawing or redeeming of securities including Units in any Fund.
- 10.2 The Bank and our officers, employees, Custodian and/or Sub-Custodian, nominees, agents and sub-agents are permitted to disclose to any depository, depository agent, depository system, clearing system, issuer, Fund, registrar, nominee or Custodian and/or Sub-Custodian, Manager or assignees, purchasers, transferees, authority, regulatory body, government or statutory or public authority, and also to the tax authorities including the Inland Revenue, Malaysia and any other person in relation to your accounts and transactions entered into and Units held beneficially or owned by you with us as nominee and kept with the Custodian and/or Sub-Custodian or any information about you and any other information free from any limitation or constraint imposed by law or otherwise.
- 10.3 This provision shall survive the termination of this Agreement.

11. NOTICES

- 11.1 Any notification, confirmation, statement, notice, letter or demand sent by post to you at your last known address in our records or to your last known place of business or abode shall be deemed to have been duly sent to or served on you and duly received by you on the day following that on which the envelope or wrapper containing the notification, confirmation, statement, notice, letter or demand is posted and notwithstanding the fact that the envelope or wrapper containing the same is returned through the post office undelivered.
- 11.2 Any notification, confirmation, statement, notice, letter or demand in writing includes telex or telegraphic or facsimile or electronic transmission to you. Any such service upon you by telex or telegraphic or facsimile or electronic transmission shall be deemed to be made on the day of transmission.
- 11.3 You acknowledge and agree that personal service of writ of summons or other originating process or sealed copy thereof of pleadings or other documents may be effected on you by sending it by registered post not being A.R. registered post to your last known address in our records (and in this connection the Bank shall be entitled to rely on the records kept by us or that of any registry or government or statutory authority) and if your last known address shall be a postal box or other hold mail address then personal service may be effected by posting the same to such address or addresses and you irrevocably confirm that service of such writs of summons, originating process, pleadings or documents in the manner aforesaid shall be deemed good sufficient personal service on you.

12. OTHERS

- 12.1 The Application and Withdrawal prices are determined by the Managers in accordance with the relevant Deed or prescribed procedures on the business day. Any price or value given by us in respect of any Unit is not final and binding and is only indicative information provided to you and the Bank shall not be responsible or liable in any manner therefor.
- 12.2 You hereby represent, warrant and undertake to us that any particulars given to us including as to resident status (whether in the application or otherwise) are strictly accurate, true and complete. You further undertake to notify us immediately of any change in your particulars or of your account and until the Bank receive any notice of such change, the Bank will rely on existing records last submitted by you. The Bank are not obliged to verify any particulars furnished by you and the Bank shall not be liable or responsible for any loss or damage suffered or incurred by you or any other person by reason of any error or omission in the completion of the application or in the furnishing of the particulars or in the instructions given by you.

- 12.3 The Bank shall be entitled to add, vary or amend any or all of these terms and conditions at any time and where any application is made or signed by more than one person, each person shall be bound by any addition, variation or amendment.
- 12.4 This Agreement shall continue to bind all parties notwithstanding any amalgamation or merger that may be effected by the parties with any other company or companies and notwithstanding any reconstruction of the parties involving the formation of and transfer of the whole or any part or its undertaking and assets to a new company and notwithstanding the sale and transfer of the whole or any part of the undertaking and assets of the parties to another company, whether the company or companies with which the parties may amalgamate or merge or the company to which the parties may transfer the whole or any part of its undertaking and assets either on a reconstruction or sale or transfer as stated above shall or shall not differ from the parties in their objects, character or constitution, it being the intent of the parties that this Agreement shall remain valid and effectual in all respects in favour of, against and with reference to, and that the benefit of this Agreement and all rights conferred upon the parties by the Agreement may be assigned to and enforced by, any such company or companies and proceeded in the same manner to all intents and purposes as if such company or companies had been named in this Agreement instead of or in addition to the parties.

13. NON-EXCLUSIVITY

The services to be provided by the Bank (and by Custodian or sub-Custodian on behalf of the Bank) to you under these terms and conditions are non-exclusive and the Bank and/or Custodian and/or sub-Custodian shall be permitted to perform such services for such other persons as the Bank and/or Custodian and/or sub-Custodian in its/their absolute discretion deem fit and neither the Bank nor Custodian nor sub-Custodian shall be liable or be under any obligation:

- to account to you for any benefit received by the Bank and/or Custodian and/or sub-Custodian for providing such services to others; or
- to disclose to you any fact or thing which may come to the notice of the Bank and/or Custodian and/or sub-Custodian or any of its/their personnel in the course of providing such services to others or in the course of its/their business in any other capacity or in any manner whatsoever otherwise than in the course of carrying out its/their duties under these terms and conditions.

14. TERMINATION

- 14.1 Either party may terminate this Agreement by giving the other party one month's notice in writing. Upon termination, you shall make arrangements for the transfer of existing Units from the Custodian and/or Sub-Custodian to you or others by use of our Investment Services before the effective termination date. If you fail to complete such arrangements, the Bank may (at your costs) transfer, withdraw or redeem the Units held in such manner as the Bank deem fit and the Bank are irrevocably authorised to give necessary instructions to third parties on your behalf to execute such documents and to do such other things as the Bank shall deem fit in our sole and absolute discretion, without any liability for any costs, expenses, losses or damages of whatsoever nature incurred or suffered by you.
- 14.2 If for any reason the Manager instructs us, the Custodian and/or Sub-Custodian to divest, transfer or otherwise dispose of any Units of any Fund in accordance with the terms and conditions governing the operation of such Fund the Bank shall seek your instructions on such matters and if no instructions are received within the time specified by us then the Bank shall (and are irrevocably authorised by you to) procure the Custodian and/or Sub-Custodian to redeem or transfer the relevant Units of the Fund. In the case where Units are withdrawn or redeemed, the Bank will credit the proceeds to your account(s) held with us or with any Bank or make payment by cheques in your name.
- 14.3 Such termination shall not affect antecedent rights and obligations accrued before the termination date.

15. GOVERNING LAW

These terms and conditions governing the Investment Services provided therefor shall be governed by and construed in accordance with the laws of Malaysia. In relation to any legal action or proceedings arising out of or in connection with these said terms and conditions, you hereby agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.