

In accordance with the Capital Markets and Services Act 2007, this Account Application Form ("AAF") should not be circulated unless accompanied by the latest prospectus or information memorandum and supplementary(ies) thereto (if any). You should read and understand the latest prospectus or information memorandum and supplementary(ies) thereto (if any) before completing this AAF. If in doubt, please consult a professional adviser.

**Note:** Use only **BLOCK LETTERS** and **BLACK INK** when completing this form and tick [v] where applicable. Field names with **Bold Italic** font style are mandatory information.

## 1. DETAILS OF CORPORATE APPLICANT

**Name Of Corporation (as per Certificate of Incorporation)** \_\_\_\_\_

**Business Registration No.** \_\_\_\_\_ **Date Of Incorporation** DD - MM - YYYY

**Country Of Incorporation** ☐ Malaysia ☐ Others - Please specify \_\_\_\_\_

**For Non-Malaysian Tax Resident, please state your Tax Resident Country** \_\_\_\_\_

**Status** ☐ Bumiputra Controlled ☐ Non-Bumiputra Controlled ☐ Non-Malaysian Controlled

**Business** ☐ Please select from the codes in Section A below. Others - Please specify \_\_\_\_\_

**Nature Of Business** \_\_\_\_\_

**Source Of Income** ☐ Please select from the codes in Section B below. Others - Please specify \_\_\_\_\_

**Contact Person (1)** \_\_\_\_\_

**Designation** \_\_\_\_\_ **Department** \_\_\_\_\_

**Tel. No.** \_\_\_\_\_ (O) \_\_\_\_\_ ext \_\_\_\_\_

**Fax. No.** \_\_\_\_\_

**Primary email address** \_\_\_\_\_

**Contact Person (2)** \_\_\_\_\_

**Designation** \_\_\_\_\_ **Department** \_\_\_\_\_

**Tel. No.** \_\_\_\_\_ (O) \_\_\_\_\_ ext \_\_\_\_\_

**Fax. No.** \_\_\_\_\_

**Secondary email address** \_\_\_\_\_

By completing the phone number and email field above, you consent that we may use the above details to contact the authorised signatory, and you will receive statements, annual and / or interim reports, and other information via email or SMS only.

## 2. CORRESPONDENCE ADDRESS

**Address** \_\_\_\_\_

**Postcode** \_\_\_\_\_ **City/Town** \_\_\_\_\_

**State** \_\_\_\_\_ **Country** \_\_\_\_\_

**Tel. No.** \_\_\_\_\_ (O) \_\_\_\_\_ **Fax. No.** \_\_\_\_\_

## 3. BANK ACCOUNT DETAILS (This registered bank account is for standing instruction for all payment)

**Bank Name** \_\_\_\_\_ **Bank Account No.** \_\_\_\_\_ **Bank Branch** \_\_\_\_\_

**Bank Account Holder Name(as per bank's record)** \_\_\_\_\_

## 4. DECLARATIONS AND SIGNATURES

- I/We have received, read, understood, and accept the contents of the (a) BOSWM MY Account General Terms and Conditions, (b) prevailing Prospectus, Information Memorandum, Disclosure Document, Deed for the Fund(s) and/or any supplemental or replacement thereto (if any), and (c) Unit Trust Loan Financing Risk Disclosure Statement, prior to us completing this Account Opening Form, and I/we agree to be bound by them for my/our initial and subsequent transactions with BOSWM MY.
- I/We represent that the information given in this Account Opening Form is correct, complete and up-to-date. I/We authorise BOSWM MY to verify or confirm any information given in this Account Opening Form from any source as BOSWM MY considers appropriate. I/We undertake to notify BOSWM MY in writing as soon as reasonably practicable (and in any event no later than thirty (30) days from the change) of any change in any information given by me/us in this Account Opening Form or otherwise, and agree that BOSWM MY has sole discretion to take any action as it considers appropriate in light of any change in such information.
- I/We undertake to provide such identification documents, supporting documents and further information, and sign such further forms or documents, as BOSWM MY may reasonably require, for the purpose of this application or in connection with any of my/our request for provision of services and products by BOSWM MY as well as for the purposes of complying with any law and regulations applicable to BOSWM MY, or pursuant to any order, direction, or request by any applicable court, government, or regulatory authority including but not limited to enable BOSWM MY to conduct due diligence/enhanced due diligence as required under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001. I/We acknowledge that failure to provide such documents or information within a reasonable period or the prescribed period may cause delay or failure to open or maintain any account or business relationship with us.
- I/We acknowledge that I am/ we are aware of the fees and charges that we will incur directly or indirectly when investing in the relevant fund(s).
- I/We acknowledge I/we are authorised to sign, or in the case of corporate applicant, the signatories of this AAF are duly authorised officer(s) to sign for and on behalf of the corporate applicant, and further warrant that the I/we have the power and capacity to enter into this agreement and undertake transactions involving the funds or products offered by BOSWM MY.
- I/We agree to indemnify BOSWM MY against all actions, suits, proceedings, claims, damages and losses which may be suffered by BOSWM MY as a result of any inaccuracy of declarations herein.

## 5. AUTHORISED SIGNATORY/IES MUST SIGN THIS FORM

Affix Seal Or Company Stamp	
Authorised Signatory (1)	Date
Affix Seal Or Company Stamp	
Authorised Signatory (2)	Date

## 6. FOR STAFF USE ONLY

**AUTHENTICATION OF IDENTITY**  
In compliance with Section 16(2) of Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, I hereby confirm the following:

☐ Original identity document(s) sighted.

☐ Photocopy of identity document(s) attached.

Name	Signature
NRIC No.	Date
Staff Name	
Staff Code	_____

**7. FOR OFFICE USE ONLY**

<b>Form Verified By</b>	<b>Processed By</b>
Initial	Initial
Date	Date

- A Business Code**
- |                                    |                             |                    |           |
|------------------------------------|-----------------------------|--------------------|-----------|
| 01 Agriculture, Forestry & Fishery | 05 Government/Public Admins | 09 Retail Trade    | 99 Others |
| 02 Automobile                      | 06 Insurance & Real Estate  | 10 Service         |           |
| 03 Construction/Property Dev.      | 07 Manufacturing            | 11 Transportation  |           |
| 04 Finance/Banking                 | 08 Mining                   | 12 Wholesale Trade |           |

- B Source Of Income Code**
- |                                 |                   |
|---------------------------------|-------------------|
| A Disposal of non-core business | D Surplus fund    |
| B Fund raising exercise         | E Working capital |
| C Cash-in-hand                  | 99 Others         |

These general terms and conditions, together with specific terms applicable to particular services, products (including unit trust account(s)) provided by BOSWM MY to you (if any), will apply to and govern your relationship with BOSWM MY.

## 1. Acceptance

- 1.1 By completing this form and signing up for an account with, or any products or services offered by, BOS Wealth Management Malaysia Berhad (hereinafter referred to as "we", "our", "us", or "BOSWM MY") or continuing to interact with us or use or receive our products or services, you hereby acknowledge and agree that you have:
  - a) read and understood the terms and conditions contained in this form ("Terms"), contents contained in the prevailing prospectus / information memorandum / disclosure document, product highlights sheet including any supplemental or replacement thereto ("Offering Document") and deed including any supplemental deed thereto ("Deed") of the relevant funds;
  - b) further accepted to be bound by the Terms, contents of the Offering Document(s) and Deed of the relevant fund(s) that you are investing into, for the relationship between you and BOSWM MY, your account(s) with us, and all initial and subsequent transactions and services as may be requested and authorised by you; and
  - c) entered into a legally binding relationship with us.

## 2. Required Documents

- 2.1 Before we can open an account for you, provide you with our products or services or enter into any relationship with you or enter into any transaction for your account, you agree to submit to us all the documents, evidence, and information as we may require to carry out "Know Your Client" procedures. You undertake to inform us promptly of any change in the information provided (and in any event not later than 30 days from the change).
- 2.2 You also agree to provide any information and documents as reasonably requested by us in relation to any account, transaction and services, for the purposes of providing the services to you and for complying with any law and regulations applicable to us, or pursuant to any order, direction, or request by any applicable court, government, or regulatory authority.
- 2.3 We may request for further documents and you shall furnish the same within a reasonable time or the timeframe that we may specify, failing which you agree that the account may not be opened or there may be a delay or failure in our provision of services to you.
- 2.4 **Eligibility requirement for individual applicant for unit trust account(s)**
  - 2.4.1 First Applicant - An individual applying for subscription of unit of a unit trust fund as first applicant must attain the age of majority (18 years old) at the time of application.
  - 2.4.2 Joint Applicant - You may have a joint applicant for your account. Where the joint applicant is a minor, BOSWM MY will only act on instruction given by the First Applicant.
  - 2.4.3 BOSWM MY reserves the right to accept/reject any application where the joint applicant is a minor.

## 3. Instructions, communications or orders

- 3.1 BOSWM MY shall, at its sole discretion, be entitled to rely on any orders or instructions ("Instructions") given either in writing, verbally or electronically via letter, telephone, postal, electronic mail or any other form of electronic means, from you, your duly authorised representative(s), or purporting to be from you or your duly authorised representative(s) in respect of your account(s) held with us, or any products or services contemplated hereunder. All Instructions given shall be irrevocable unless BOSWM MY expressly consents in writing.
- 3.2 You agree that BOSWM MY is authorised to carry out your Instructions without having to (i) verify the identity of the person giving the Instructions or make any independent investigation of the authority given to such person, or (ii) verify the genuineness of any signature if in our opinion appears to be your signature or the signature of any person authorised by you to give Instructions in connection with your accounts, or any of the products or services offered by BOSWM MY. All Instructions acted upon by BOSWM MY shall be legally binding on you, your executors, administrators and assigns.
- 3.3 Instructions or orders given over the telephone or sent by post, electronic mail or through other electronic means, are given or transmitted at your own risk and BOSWM MY shall not in any way be responsible or liable for any losses arising from delays (specifically orders which are not executed on time), errors or omissions in transmission save for in the case of fraud, wilful default or gross negligence on the part of BOSWM MY. You acknowledge that Instructions or orders sent by electronic mail or through other electronic means may not be read by BOSWM MY immediately and that there may be delays from the time you sent the Instructions or orders to the time that BOSWM MY reads and acts on such Instructions or orders. BOSWM MY shall not in any way be responsible or liable for any losses arising from such delays.
- 3.4 You agree that BOSWM MY will be entitled (but not obliged) to record all telephone conversations and other oral communications with you or your duly authorised representative(s) or any person whom BOSWM MY believes to be acting under your authority to give Instructions or orders in respect of your accounts held with us or the products or services contemplated hereunder. You agree that such recordings or transcripts thereof may be used by BOSWM MY as evidence in any dispute that may arise between you and BOSWM MY. BOSWM MY is not obliged to keep or maintain copies of such recordings or transcripts unless otherwise required by applicable law.
- 3.5 You (including, in the case of joint account holders, any joint account holder) may appoint an attorney in your name and on your behalf to operate your accounts as an authorised person and to give Instructions or orders to BOSWM MY by providing us with a valid power of attorney or any other instrument appointing the authorised person to act on your behalf, in the form and substance acceptable to us. It is your responsibility to:
  - a) take appropriate measures to monitor and control the appointment and change of your duly authorised representative(s), person(s) or attorney(s) and the giving of Instructions by them and ensure that each of them acts in a proper and responsible manner and within the scope of his authority in giving Instructions to BOSWM MY; and
  - b) adopt appropriate safeguards against Instructions being given by unauthorised persons or for unauthorised purposes, including prescribing transaction limits or daily maximum limits or other restrictions or Instructions. You agree that we shall not be liable should you suffer any losses pursuant to us acting on instructions of the authorised person in good faith.
- 3.6 BOSWM MY may choose not to act on any Instruction, or to act according to BOSWM MY's interpretation of the Instructions, or to suspend the operation of the account(s) and/or to close the account(s) if, in the opinion of BOSWM MY:
  - a) the Instruction appears to be fraudulent or forged;
  - b) the Instruction may be in breach of any applicable law or regulation;
  - c) the Instruction is not clear, is ambiguous or is conflicting with another Instruction given by you, any joint applicant/client, any duly authorised representative, authorised persons or any person having authority or jurisdiction over the account(s) (whether pursuant to an order made by a Malaysian court or a court of another jurisdiction, or otherwise);
  - d) the Instruction may expose BOSWM MY to claims, suits, proceedings, losses, expenses, liabilities or damages of whatsoever nature whether directly or indirectly;
  - e) BOSWM MY has received notice of a claim or dispute over the assets in the account(s); or
  - f) BOSWM MY does not provide the services or product requested in the Instruction.
- BOSWM MY shall not be responsible or liable howsoever for any loss or damage that you may sustain directly or indirectly as a result of BOSWM MY's actions pursuant to the above. BOSWM MY may require Instruction or appropriate indemnity from all or any joint applicant/client(s) or any authorised persons before proceeding to act on such Instruction.
- 3.7 Notwithstanding the foregoing, we reserve the right to accept or reject any Instruction or application made by you in whole or in part without assigning any reason in respect thereof and without any liability on our part.

## 4. Switching

- 4.1 Subject to the terms and conditions of the prevailing Offering Document and the Deed of the relevant fund(s), you may switch your investments from any one fund to another fund managed by the same investment manager.
- 4.2 In the event your request for switching results in your holding in the fund that you are switching out being less than the minimum balance of units required under the prevailing Offering Document of the relevant fund(s), we reserve the right to redeem all the units held by you in the relevant fund(s).

## 5. Redemption

- 5.1 Redemption will be done based on the price /Net Asset Value per units as determined in accordance with the terms of the Deed of the relevant fund(s).
- 5.2 In the event your request for redemption results in your holding being less than the minimum balance of units required under the Offering Document of the relevant fund(s), we reserve the right to redeem all the units held by you in the relevant fund(s).

## 6. Re-investment

- 6.1 Subject to the mode of distribution available under the prevailing Offering Document of the relevant fund(s), you may opt to have income distributions to be either reinvested into additional units of the fund(s) or paid out to you directly in cash by crediting to your bank account. In the absence of any instructions to the contrary or as allowed under the prevailing Offering Document and Deed of the relevant fund(s), you hereby authorise us to automatically re-invest any income distributions into further units of the relevant fund(s).
- 6.2 Without limiting the generality of the foregoing, any income distribution will be automatically reinvested into additional units in the relevant fund(s) if:
  - a) you have not provided us with your preferred distribution option in the Investment Form; or
  - b) you have not provided us with your bank account details or have provided us with incorrect or invalid bank account details, resulting in failed bank transfer.

## 7. Cooling off

- 7.1 Cooling off is only available if you meet the relevant qualifying factors as disclosed in the prevailing Offering Documents of the relevant fund(s).
- 7.2 A cooling off request must be made within the period as prescribed under the prevailing Offering Document of the relevant fund(s).

## 8. Statements

- 8.1 You acknowledge and agree that we may send statements including but not limited to your tax voucher, statement of account, transaction slip, switching advice, payment and redemption advice, confirmation advice, and such other documents (collectively known as "Statements") either by post to your last known address contained in our record or electronically via email to your last known email address contained in our record.
- 8.2 You undertake to verify the accuracy of the contents of each Statements and to notify BOSWM MY in writing within fourteen (14) days of receipt of such Statements of any errors, discrepancies, omissions or unauthorised debits, trades, transactions or entries therein.
- 8.3 If no such notification is received by BOSWM MY after the expiration of the said fourteen (14) days, the details and information contained in such Statements shall be conclusive evidence against you without any further proof that your account(s), the entries therein and the contents of such Statements are correct and BOSWM MY shall be free from all claims in respect of your accounts and the particulars of any debit, trade, transaction or entry contained in such Statements. No acknowledgement or confirmation will be required from you unless you disagree with the details and information contained in such Statements.

## 9. Joint applicants/clients

- 9.1 Where there are joint applicants/clients:-
- unless otherwise instructed by you, any instruction, disclosure, notice, demand or request to be given by or to any joint applicant/client may be given by or to any one of the joint applicants/clients. BOSWM MY may rely on such instruction, disclosure, notice, demand or request as if it were given by or to each of the joint applicants/clients;
  - each of the joint applicants/clients' liabilities under these Terms or in connection with your accounts, or any of the products or services offered by us are joint and several. This means that each of the joint applicants/clients will remain individually responsible for the full amount of all liabilities under or in connection with the account(s) or products or services offered by BOSWM MY and BOSWM MY has the right to go against any one of the joint applicant/client for the whole liability;
  - on the death (for individual) or dissolution (for corporation) of any one of the joint applicants/clients, the survivor(s) must provide BOSWM MY written notice of the death or dissolution. Upon receipt of the notice and, where applicable, subject to the Deed of the relevant fund(s), BOSWM MY may treat the survivor(s) as the only person(s) entitled to the assets held on behalf of the joint applicant/client and treat the survivor(s) as being responsible for the full amount of the liabilities due to BOSWM MY;
- 9.2 Notwithstanding the generality of the foregoing, where the joint applicant(s) is a minor:
- BOSWM MY will only act on Instructions given by the First Applicant. In the event that you would like to effect a change in the Authority to Operate Account when the minor attains the age of majority, the First Applicant is required to execute a fresh Instruction.
  - On the death of the First Applicant and if the surviving applicant is a minor, BOSWM MY shall recognise the estate of the First Applicant as having the title or interest in the investment units.

## 10. Sophisticated Investor(s)

- 10.1 Please take note that only "sophisticated investor" may invest in a wholesale fund. For more information and the latest definition of "sophisticated investors", please refer to Part 1, Schedules 6 and 7 of the Capital Markets and Services Act 2007 (as may be amended from time to time) and the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework issued by the Securities Commission Malaysia (as may be amended from time to time).

## 11. Alteration, modification and variation

- 11.1 BOSWM MY reserves the right to add, alter, vary and modify any or all of these Terms at any time at its sole and absolute discretion without prior reference to you. Any addition, alteration, variation and modification shall bind you and take effect on such date which BOSWM MY may prescribe or immediately upon written notification by BOSWM MY to you by either posting such changes on BOSWM MY's website, electronic mail or letter or such other means of communication as BOSWM MY deems fit. You shall be deemed to have agreed to such addition, alteration, variation and modification by continuing to use the products and services offered by BOSWM MY.

## 12. Indemnity

- 12.1 In addition to and without prejudice to other right or remedy of BOSWM MY (at law or otherwise), you undertake and agree to indemnify and hold harmless BOSWM MY, the investment manager of the relevant fund(s), the trustee of the relevant funds, our directors, officers, shareholders, employees and/or agents (collectively, "**Indemnitees**") on a full indemnity basis against all losses, damages, costs, charges, expenses (including legal costs and expenses between solicitor and client on a full indemnity basis), stamp duties, taxes, levies, losses (direct or consequential), and other liabilities which may, directly or indirectly, be suffered or incurred by the Indemnitees as a result of or in connection with any of the following:
- the operation of your account(s) or the provision of products or services to you;
  - acting or not acting on any information, Instructions or orders given by, or purported to be given by, you or person authorised by you or in any manner as permitted under these Terms;
  - any breach of your obligations under these Terms;
  - any breach of, non-compliance with or any failure whatsoever to meet any applicable laws, regulations, directives and guidelines (whether local or otherwise), the regulations, rules, bye-laws and practices of any relevant exchange, market, clearing house or depository, or product restriction or client eligibility requirement, applicable to any trades, transactions, securities or investments that BOSWM MY effects with or purchases for you; or
  - preservation or enforcement of our rights or exercise of our powers under this Terms;
- provided that these indemnities shall not apply if and to the extent only that any of the amounts which are the subject of this indemnity is caused solely by BOSWM MY gross negligence, wilful misconduct or fraud.
- 12.2 These indemnities constitute a separate and independent obligation from the other obligations contained in these Terms, which shall give rise to a separate and independent cause of action. These indemnities shall apply irrespective of any indulgence granted by BOSWM MY and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under these Terms, any judgment or order. No proof or evidence of any actual loss may be required.

## 13. Notices

- 13.1 Any notice or other communication to you may be delivered to you personally or sent by courier, post, electronic mail or electronic messaging (e.g. text messages sent via SMS or any other electronic messaging system) at the address, electronic mail address, or mobile phone numbers last notified in writing to BOSWM MY, and shall be deemed to have been received by you two (2) business days after despatch if sent by post to an address in Malaysia, or seven (7) business days after despatch if sent by post to an address outside Malaysia, or immediately upon completion of transmission if sent by electronic mail or electronic messaging, and immediately upon delivery if delivered personally or by courier.
- 13.2 You undertake to notify BOSWM MY in writing immediately of any change of your name, address or other information previously provided to BOSWM MY by you and deliver to BOSWM MY the relevant documents detailing such changes.

## 14. Representation and Warranties

- 14.1 You hereby represent and warrant to BOSWM MY that:
- you have full power, authority and capacity to submit this application, open an account and invest with us, to give Instructions to us and to execute and perform all your obligations under these Terms and where appropriate, you have obtained and taken all necessary corporate authorisations and other actions to execute and perform all obligations contemplated herein and these Terms constitute valid and legally binding obligations of yours;
  - the execution, delivery and performance by you of your obligations under these Terms will not violate any applicable laws, regulations, directives and guidelines (whether local or otherwise), the regulations, rules, bye-laws and practices of any relevant exchange, market, clearing house or depository, or any order, judgment, injunction, decree, determination or award of any court or other judicial, administrative, statutory or governmental authority applicable to you;
  - all declaration and information provided by you to BOSWM MY from time to time is true, correct and complete in all respects. You further undertake to inform BOSWM MY promptly (and in any event no later than thirty (30) days from the date of the change) of any change of facts or circumstances which may render any such declaration and information previously provided incorrect or untrue and forthwith provide any information or documentation as BOSWM MY may in its sole discretion require for the purposes of verifying the accuracy of the updated declaration and information;
  - all consents, licences, approvals or authorisations of, exemptions from or registrations with all regulatory or governmental authority required in connection with or for the performance of your obligations under this application or these Terms have been obtained, are and will be valid and existing during the entire relationship with BOSWM MY, and these will not be contravened by the execution and performance of your obligations under these Terms;
  - you have read and understood the contents of the relevant Offering Document and Deed of the relevant fund(s) and they constitute your complete and entire understanding with respect to the relevant fund(s);
  - you are not engaged in any illegal or unlawful activity, nor the source of the wealth or source of funds of your investments are derived from any illegal and unlawful activities;
  - any transaction contemplated hereof will not contravene any anti-money laundering and anti-terrorism financing provisions and any other legislation applicable to BOSWM MY;
  - you acknowledge that you are aware of the fees and charges that you will incur directly or indirectly when investing in the relevant fund(s);
  - you have read and understood the contents contained in Unit Trust Loan Financing Risk Disclosure Statement herein;
  - you are not a U.S. Person as defined in the United States Securities Act of 1933, as amended from time to time and you hereby undertake to notify us within thirty (30) days if there is a change in any information provided to us; and
  - you are not a bankrupt nor are subject to any material proceedings which would impair your ability to perform your obligations envisaged herein, and will inform us within thirty (30) days should this information change.
- Notwithstanding the generality of the foregoing clause, you shall be deemed to represent and warrant to us at all material times that the representation and warranties contained above are true, accurate and correct in all respects and manner as if it were made on such date and repeated by virtue of each and every subsequent transaction entered into by you with us.
- 14.2 You undertake to notify us in writing should the representations and warranties stipulated herein are / become untrue, inaccurate and / or incorrect, failing which you agree to indemnify BOSWM MY against all actions, suits, proceedings, claims, damages and losses which may be suffered by BOSWM MY as a result of any inaccuracy of representations and warranties stipulated herein.

## 15. Personal Data Protection

- 15.1 You hereby agree and consent to the processing of all information by BOSWM MY in accordance with the terms and conditions as stipulated in BOSWM MY's "Important Notice On Personal Details", which is published on BOSWM MY's website at [www.boswealthmanagement.com.my](http://www.boswealthmanagement.com.my). Where any information you provided to BOSWM MY relates to the personal data of another person, you hereby confirm that you have duly notified and obtained, and/or undertake to notify and obtain their agreement and consent to the processing of their information according to the "Important Notice On Personal Details". You hereby agree to indemnify BOSWM MY against any losses, damages, costs and expenses which may be suffered or incurred as a result of your breach of this provision.

## 16. Consent to disclosure of information

- 16.1 You hereby authorise BOSWM MY to give, divulge, disclose or reveal any information relating to you, your account (including any personal data or related persons), any documentation containing such information and data, relating to you and your account to:
- our head office, parent company, subsidiaries, related and/or associated companies, and any other member of the group of companies to which we belong;
  - our auditors, professional advisers and any other person under a duty of confidentiality to us;
  - any regulatory authorities, stock exchange or other authority or regulatory body or industry body or association of financial services providers having jurisdiction over us or any member of the group of companies to which we belong or over any transactions effected for you or the account(s);
  - our delegates, licensees, agents, business partners, service providers and/or subcontractors (including those engaged by any other member of the group of companies to which we belong); and
  - any person to whom we may be required by law to disclose to;
  - any persons as we may think fit or otherwise necessary to enable BOSWM MY to establish and maintain its business relationship with you or to provide any services or give effect to any transaction which may be requested or authorised by you.
- 16.2 You further agree that to enable BOSWM MY to centralize its data processing operations, any information pertaining to you, your account(s) or any transaction effected for you or your account(s) may be given to and processed by any member of the group to which we belong or third parties engaged by BOSWM MY (whether within or outside Malaysia).

## 17. Dormant accounts and unclaimed monies

- 17.1 BOSWM MY is entitled to treat any account as a dormant account if no trade or transaction is instructed or initiated by you in such account for a period of at least twelve (12) consecutive months (or such other period as prescribed by BOSWM MY from time to time) since your last instructed or initiated trade or transaction and BOSWM MY is unable to contact you by reference to the contact details in our records despite using reasonable efforts.
- 17.2 BOSWM MY is further entitled to deal with any unclaimed balance in a dormant account in accordance with the Unclaimed Moneys Act 1965 and thereafter close such dormant account. For avoidance of doubt, BOSWM MY continues to be entitled to charge any fees, charges, costs and expenses, notwithstanding the dormant status of the account.

## 18. Governing laws

- 18.1 The terms and conditions herein shall be governed and construed in accordance with the laws of Malaysia and all parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia.

## 19. Additional Terms For Investing in Third-party Established Unit Trust Fund distributed by BOSWM MY

- 19.1 Where applicable, by investing in a third-party established unit trust fund ("Third-party Fund") distributed by BOSWM MY, you acknowledge and agree that:
- A. You will be investing in the Third-party Fund(s) under a nominee system where,**
- subject to the Deed of the Third-party Fund(s), you will not be recognised as the registered unitholder of the Third-party Fund(s) (by the Management Company of the Third-party Fund(s) ("FMC") and the trustee of the Third-party Fund(s)). Your rights are limited and will be subject to certain constraints (see sections B & C below);
  - without assuming any responsibility and at the sole discretion of BOSWM MY, BOSWM MY may appoint a nominee ("Nominee") to keep in custody the units of the Third-party Fund(s) for and on your behalf, and effect on your behalf transactions in relation to the Third-party Fund(s). BOSWM MY will not be liable for any acts or omissions of the Nominee in the case one is appointed;
  - BOSWM MY or the Nominee (if applicable) shall,
    - be authorised to hold the units of the Third-party Fund(s) as the registered unitholder for and on your behalf;
    - be authorised to effect all transactions in relation to the Third-party Fund(s) for and on your behalf with the relevant FMC, and that the transaction which BOSWM MY or the Nominee (as the case may be) enters with the FMC is not deemed as acceptance until such time (i) the FMC confirms acceptance of the same; and (ii) BOSWM MY issued a confirmation advice to you. You acknowledge that the relevant FMC reserves the right to accept or decline any application for dealings in units in a Third-party Fund, and that BOSWM MY shall not be liable for any action, proceeding, claim, cost, expense, loss, or damage of any nature suffered or incurred by you including a loss in investment opportunity which you may suffer as a result of refusal or delay in acceptance of your transaction instructions by the FMC;
    - have no duty nor responsibility as regards attendance at meeting of unitholders or voting in respect of the Third-party Fund(s) nor shall BOSWM MY or the Nominee be under any duty to investigate or participate therein, or take any affirmative action in connection with your written instructions; and
    - not act as a trustee in all matters relating to BOSWM MY's distributorship of the Third-party Fund(s).
  - subject to any mandatory duties or obligations imposed by applicable law which BOSWM MY cannot derogate from, BOSWM MY owes no other duties or obligations to you save as expressly set out herein and that no implied duties or obligations shall be imposed on BOSWM MY under or by reason of its distributorship of the Third-party Fund(s).
- B. You will be subject to certain restrictions, limitations and risks in relation to your investment in units of the Third-party Fund(s) which are held through a nominee system, which shall include but not limited to the following:**
- You do not have the rights (a) to call for a meeting of unitholders; (b) to attend and participate in any meeting of unit holders; (c) to vote for any resolutions in respect of the units held in any Third-party Fund(s); and (d) to have your particulars recorded and registered as the unitholders of the Third-party Fund(s).
  - If a unitholder resolution (in relation to the Third-party Fund(s)) is put forward for a vote, BOSWM MY shall vote in accordance with the vote indicated by the majority of the feedback it received from its clients (including you) for the Third-party Fund(s). BOSWM MY shall have full discretion to decide on the vote if no feedback is received within a time frame as and when determined by BOSWM MY.
  - The delivery of certain client notices (originated from FMC, such as notices related to the Third-party Fund(s), fund reports, issuance of Offering Document, etc.) can only be facilitated provided that BOSWM MY or the Nominee (if applicable) (as the registered unitholder) is notified by the FMC within the mutually agreed period between BOSWM MY and the FMC. BOSWM MY or the Nominee (if applicable) has no obligation to ensure that you will receive such notices at the same time as the registered unitholder(s) of the relevant Third-party Fund(s).
- C. You will be subject to additional terms that BOSWM MY at its sole discretion may from time to time determine, which shall include but not limited to:**
- the applicable cut-off time for the acceptance of your transaction instructions (e.g. subscriptions, redemptions, switching etc.) may be earlier than the cut-off time as stipulated in the Offering Documents of the relevant Third-party Fund(s);
  - the applicable minimum amount/units (e.g. initial investment, additional investment and balance of units) for the Third-party Fund(s) may be higher than the minimum amount/units as stipulated in the Offering Documents of the relevant Third-party Fund(s);
  - subject to BOSWM MY's distributorship arrangement and its facility, the subscription, redemption and switching into/between specific Third-party Fund(s) and/or BOSWM MY established Fund(s) may not be available;
  - the facility to transfer-in/out units of the Third-party Fund(s) between BOSWM MY and FMC (or its other distributors) may not be available;
  - Option to "pay-out" of income distribution for Third-party Funds (if any) is NOT available. Unless otherwise advised by BOSWM MY, all income distribution proceeds due to you in respect of your investment in the Third-party Fund(s), if any, will be automatically reinvested for additional units.
  - unless otherwise agreed by BOSWM MY, the mode of payment for subscription moneys, redemption proceeds, etc is limited to bank transfer only.

### UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT

#### Investing In A Unit Trust Fund With Borrowed Money Is More Risky Than Investing With Your Own Savings

You should assess if loan financing is suitable for you in light of your objectives, attitude to risk and financial circumstances. You should be aware of the risks, which would include the following:

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

This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore carefully study the terms and conditions before you decide to take a loan. If you are in doubt about any aspect of this risk disclosure statement or the terms of the loan financing, you should consult the institution offering the loan.

Where you take on loan financing, you undertake and represent to BOSWM MY that the margin of finance for loans in the subscription or purchase of unit does not exceed 67% of the amount invested or such other threshold as may be set by the applicable regulators from time to time.