

TERMS AND CONDITIONS GOVERNING INVESTMENT SERVICES

The following are the prevailing terms to which the provision of Investment Services by Industrial and Commercial Bank of China (Malaysia) Berhad ("ICBC") is subject and which may be amended by ICBC from time to time.

1. DEFINITIONS

- 1.1 "Account" means the Saving Account and/or Current Account opened by you and maintained with the Bank that will be tagged and linked with your Investment Account to facilitate all the movement of monetary with regards to or in relation to all type of investment.
- 1.2 "Application Price" means the price at which units in any of the unit trust fund are to be purchased, invested in or issued in accordance with the meaning as given in the respective funds' trust deed.
- 1.3 A "banking day" and "normal banking hours" shall, unless otherwise specified by us, refer to a banking day and the normal banking hours of ICBC main branch at Level 1, Menara Maxis, Kuala Lumpur City Center, 50088 Kuala Lumpur.
- 1.4 A "business day", in connection with the purchase and sales of securities including unit of unit trust funds, means such a day on which the Bursa Malaysia is open for trading.
- 1.5 The expression "company" herein shall refer to sole proprietorship, partnerships, companies, unincorporated associated and societies.
- 1.6 The "contract" mean the contract entered into between us and you when you accept the terms in accordance with the instruction.
- 1.7 "EPF" means the Employees Provident Fund.
- 1.8 "EPF investment" means where you use your EPF money to invest in any of the unit trust funds.
- 1.9 "Funds" means any unit trust, investment funds, mutual funds or any other collective investment schemes authorized by the relevant authorities such as Registrar of Companies and Securities Commission, and managed by Manager, which may not be a member of ICBC Group and "fund" means any one of such funds.
- 1.10 "General investments" means all investments in 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 "Investment Account" is referring to ICBC Investment Account registered under your name, to perform unit trust transactions.
- 1.15 "Manager" refers to the unit trust management company or the managers of the fund.
- 1.16 A "prospectus(es)" refers to the prospectus(es) and its replacement/supplemental prospectus (if any)/Information Memorandum and its replacement/supplemental Information Memorandum (if any) for the funds to be invested in.
- 1.17 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.
- 1.18 "Switch" mean the withdrawal from one fund and investing into another fund of the same unit trust management company.
- 1.19 "Transfer" means moving the investment/unit holding of an investor or joint investors to that of another or joint investors, who must be members of immediate family such as spouse, children, parents and siblings.
- 1.20 "Trust deed(s)" means in relation to any fund, the deed of trust, including any supplement or amendment thereto.
- 1.21 "Units" means, in respect of any Fund, units in that fund.
- 1.22 References to "we", "us", "our", "ours", the "Bank" and "the Bank's" are references to ICBC and where the context allows or requires, included our successors and assigns.
- 1.23 "Withdrawal price" means the realization price of a unit withdrawn, redeemed or sold on any business day.
- 1.24 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 account holders 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 funds.
- 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 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 are delivered to you.

- 2.4 The Bank may provide, subject to these terms, investment services, where appropriate and necessary through our Unit Trust Scheme Consultant 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:
 - a) Expanding, modifying or reducing the services at any time
 - b) 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 authorize to conduct; and
 - c) Prescribing and changing the normal service hours during which the services are available and any daily cut-off time as determined by the Bank for any type of services or transaction. Any of your instructions received by us before any applicable daily cut-off time may be proceed on the next banking day or business day (T+1). Any of your instruction received by us after any applicable daily cut-off time may be proceed on the next 2 banking days or business days (T+2).
 - 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 is 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 :
 - a) You are not a citizen or resident of the United States of America.
 - b) 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.
 - c) 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.
 - d) If any of the clauses (a) to (c) 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 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.
 - 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 Transaction Form and/or such other forms made available by us and in such manner as may be prescribed from time to time. A 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 form or any other relevant forms.
 - 3.3 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.
 - 3.4 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 you.
 - 3.5 In order for you to open an Investment Account, you are required to open and maintain a Saving Account/Current Account with the Bank. Such Saving Account/Current Account will be tagged and linked with your Investment Account.
 - 3.6 Payment for investments or subscriptions of units shall be made from available and transferable cleared funds in your Account.
 - 3.7 Withdrawal or redemption proceeds received by us will be paid or credited in the manner specified in the form or any other relevant document. The redemption proceeds will be net of any fees and charges or expenses incurred in connection with the withdrawal or redemption. The Bank is not obliged to ascertain the adequacy of the redemption monies received.
 - 3.8 Any payment made by us pursuant to any instructions signed or made or purported to be signed or made by you or your authorized signatory(ies) shall be a complete discharge and will absolve us from any liability to you or to any other party.
 - 3.9 Bank may 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 endeavors to place the orders or requests on an aggregated or consolidated basis to the 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.
- 3.10 The Bank shall be entitled 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 Laws or Regulations (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.
- 3.11 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.
- 3.12 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.
- 3.13 You will receive transaction or confirmation statements from the Manager or us as the case may be, in respect of any investments, subscription, 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.
- 3.14 Income distributions (if any) declared by the Fund or Manager will be reinvested in the fund.
- 3.15 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 manager as the case may be, in respect of the distribution of income (if any) declared by the Fund or Manager.
- 3.16 You acknowledge that any Fund and 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 shall have no responsibility or liability for ensuring that the relevant Fund and 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.
- 3.17 The Bank may appoint agents or sub-agents for such purposes or functions as the Bank may think fit.
- 4. FEES, CHARGES AND EXPENSES**
- 4.1 You shall pay fees in accordance with the fees, charges and expenses imposed by the Fund or Manager, as published or advertised in the fund prospectus, marketing material or other material or made known through any Product Highlights Sheet(s), disclosure documents or 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.
- 4.2 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 legal costs, charges, all taxes, duties or levies (if required by law) payable in respect of any investment, subscription, holding, switching, transfer or redemption of units or other transactions pursuant to those terms.
- 4.3 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.
- 4.4 Payment for the fees, charges and expenses shall be made from available and transferable cleared funds in your account(s) with us. The Bank is entitled to set off any monies in relation to your account with us against any such fees, charges and expenses payable.
- 4.5 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 transaction on your behalf as agreed between us and the relevant Fund or Manager.
- 4.6 You acknowledge that the Bank and/or Manager 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 Manager 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 Manager 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 or for using the investment services pursuant to the terms herein.
- 5. RISKS**
- 5.1 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 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, materials or information prepared by or issued by any Manager.
- 5.2 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.
- 5.3 You acknowledge that 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.
- 6. INDEMNITY**
- 6.1 You hereby agree that you indemnify and hold us and/or Manager and/or their respective personnel harmless against all losses, claims, costs, compensation, charges and expenses unless due to the Bank's negligent or willful default.
- 6.2 Neither the Bank nor the Manager nor our/their respective personnel and Unit Trust Scheme Consultant shall, in the absence of gross negligence or willful 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 or in the course of discharge by us and/or the Manager and/or our/their respective personnel and Unit Trust Scheme Consultant of our/their duties under or pursuant to these terms.
- 6.3 Neither the Bank nor Manager 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 Manager's reasonable control.
- 6.4 You further agree to be bound by all the terms and conditions pursuant to which the Bank and/or the Manager effects investments and related transactions provided under the investment services.
- 6.5 Neither we nor the Manager 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.
- 6.6 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.
- 6.7 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.
- 6.8 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 or term in any other jurisdiction where such a provision is valid.
- 7. AUTHORISATION**
- 7.1 You hereby authorize the Bank and any person appointed by it to, 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.
- 8. DISCLOSURE**
- 8.1 You consent and authorised to the Bank collecting, processing, using, and retaining your personal data (as defined in Personal Data Protection Act (PDPA)) and permit the disclosure by us and our officers and employees to any Manager, third party service providers, trustee, nominee agent, advisors, all the companies within Manager's related companies or our related companies including members of the Industrial and Commercial Bank of China Limited, 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.
- 8.2 The Bank and our officers, employees, nominees, agents and sub-agents are permitted to disclose to any depository, depository system, clearing system, issuer, fund, register, nominee, Manager trustee or assignees, purchasers, transferees, authority, regulatory body, government or statutory or public authority, and also the tax authorities including the Inland Revenue, Malaysia and any other person on relation to your accounts and transactions entered into and units held beneficially or owned by you or any information about you and any other information on the extent permitted by provisions under the Financial Services Act 2013.
- 8.3 This provision shall survive the termination of this Services.
- 9. NOTICES**
- 9.1 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 way following that on which the envelope or wrapper containing the notification, confirmation, statement, notice, letter or demand is posted.

- 9.2 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.
- 9.3 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 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.
- 10 OTHERS**
- 10.1 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.
- 10.2 The Bank shall be entitled to terminate your Investment Account with the Bank in the event your Account has been classified as inactive/dormant account by the Bank. The Bank shall provide sufficient written notices to you before the Bank classified your Account as inactive/dormant or before the closure of your Investment Account by the Bank. You hereby agreed that you shall not be entitled to make any compensation whatsoever against the Bank for any and all losses or damages suffered or incurred by you as a result of or arising from such termination of your Investment Account by the Bank.
- 10.3 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.
- 10.4 The Bank shall be entitled to add, vary or amend any or all of these terms and conditions from time to time with prior notice at ICBC Malaysia's website or any other medium of communication as the Bank deemed fit.
- 10.5 These Services 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 or shall not differ from the parties in their objects, character or constitute, it being the intent of the parties that this Services shall remain valid and effectual in all respects in favor of, against and with reference to, and that the benefit of this Services and all rights conferred upon the parties by the Services 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 Services instead of or in addition to the parties.
- 11. NON-EXCLUSIVITY**
- 11.1 The services to be provided by the Bank (and by Manager on behalf of the Bank) to you under these terms and conditions shall be permitted to perform such services for such other persons as the Bank and/or Manager deem fit and neither the Bank nor Manager shall be liable or be under any obligation:
- to account to you for any benefit received by the Bank and/or Manager for providing such services to others; or
 - to disclose to you any fact or thing which may come to notice of the bank and/or Manager 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.
- 12. TERMINATION**
- 12.1 Either party may terminate this Services 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 Manager to you or others by use of our investment services before the effective terminate 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 authorized to give necessary instruction to third parties on your behalf to execute such documents and to do such other things as the Bank shall deem fit.
- 12.2 If for any reason the Manager instructs us, 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 procure the Manager 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.
- 12.3 Such termination shall not affect antecedent rights and obligations accrued before the termination date.
- 13. GOVERNING LAW**
- 13.1 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.
- 14. PERBADANAN INSURANS DEPOSIT MALAYSIA**
- 14.1 I/We hereby confirm that below information was disclosed to me/us:
- Unit trust schemes and Units in such schemes are not protected by Perbadanan Insurans Deposit Malaysia ("PIDM"); and
 - Any money withdrawn from the insured deposit for the purpose of purchasing units in a unit trust scheme is no longer protected by PIDM.
- 15. SUCCESSORS BOUND**
- 15.1 These Terms and Conditions will be binding on your heirs and personal representatives and our assigns and successors in title.

Updated on 5 May 2026