

TERMS & CONDITIONS**1. Term and Conditions**

- The applicant will be bound by these Terms and Conditions and the terms of the Prospectus(es) including any Supplementary Prospectus(es) and/or Information Memorandum and Deed of each relevant Fund(s) in respect of all transactions.
- These Terms and Conditions shall be governed by and construed in accordance with laws of Malaysia.
- Maybank Asset Management Sdn Bhd ("MAM") reserves the right to vary the Terms and Conditions at any time without notifying the applicant.
- If any of these Terms and Conditions is held or deemed to be void or unenforceable, the other Terms and Conditions will remain in full force and effect.

2. Instructions/Voice Recordings

- All instructions given or purported to be given via any written or facsimile transaction by the person authorised to operate this MAM account as named in the MAM Account Opening Form ("the Form"), or otherwise in writing are binding on the applicant. MAM shall have no obligation to verify the authenticity of any such instructions or the identity of any person giving such instructions.
- MAM shall be entitled to use voice recording devices to record instructions communicated to it and such recording(s) may constitute evidence of the instructions.

3. Physical Statements

The applicant acknowledges and agrees that MAM may send statements including but not limited to the applicant's tax voucher, statement of account, transaction slip, switching advice, payment and redemption advice, confirmation advice and such other documents (collectively known as "Statements") to the applicant's last known address contained in MAM's record. The applicant shall promptly notify MAM in writing of any

- (i) non-receipt of the Statements or
- (ii) (a) within 14 days from the date appearing in the switching advice, payment and redemption advice and confirmation advice pertaining to any discrepancy contained therein;
- (b) within 30 days from the date appearing in the statement of account pertaining to any discrepancy contained therein
- (c) save for (i)(ii)(a) and (i)(ii)(b), within 14 days from the date appearing in such Statements. The applicant understands and accepts the risk associated with the applicant's own request to have the Statements sent via postal service and/or such other agreed means of communication.

4. Monies

- All application monies must be paid or remitted as instructed and any cheque(s) must be honoured when presented.
- If any application is rejected in whole or in part, the application monies or balance thereof will be returned (without interest, or any returns in the case of Islamic Funds) by MAM by cheque or, at the cost of the applicant, the telegraphic transfer, within 30 calendar days from date of application.
- The applicant confirms that MAM may issued a cheque in Ringgit Malaysia to settle any redemption or other monies (if any) payable by MAM. Such cheque shall be

made payable to the registered Unit Holder(s) from time to time and sent to the last registered address of the Unit Holder(s) on MAM's records unless otherwise notified in writing.

- In absence of any expressed instructions, the applicant hereby authorises MAM to automatically reinvest any distributions in the relevant Fund(s) without further reference to the applicant.
- Any charges in distribution instructions thereafter, please notify MAM in writing.

5. Rejection/Cancellation of Application

MAM as the Manager of the various Funds ("the Manager") is entitled to:

- Reject any Form which is not completed in full and supported by the requested documents and payments;
- Cancel any unit issued if the payment for the units cannot be matched within 7 business days of the receipt of the application or subscription instruction, and
- In its absolute discretion (without giving any reason) reject in whole or part thereof any application for subscription or switching, and suspend the operation of the Unit Holder's account with MAM.

6. Representation

The applicant shall not rely on any information or representations other than those contained in the relevant Prospectus(es) including any supplementary Prospectus(es) and/or Information Memorandum and Deeds.

7. Notices

All notices and other communications sent by or to the applicant shall be sent at the risk of the applicant. Unless due to willful default or fraud of MAM, MAM shall not be responsible for any inaccuracy, interruption, error, delay, or failure in transmission or delivery of any notices via whatever means, or for any equipment failure or malfunction. MAM shall not be liable for any direct or indirect consequential losses arising from the foregoing.

8. Indemnity

- The applicant hereby indemnifies and hold harmless MAM and relevant Trustee(s) and any of their agents against any actions, proceedings, claims, losses, damages, and costs and expenses which may be brought against, suffered or incurred by any or all of them arising either directly or indirectly out of or in connection with this MAM account or in connection with MAM accepting, relying on or committing to act as a result of any instructions given by or on behalf of the applicant unless due to the willful default or negligence of MAM.
- The applicant acknowledges and accepts that MAM has absolute discretion to reply on facsimile confirmation from the application and undertakes to indemnify and hold harmless MAM, its employees and agent against all costs, expenses, losses, liabilities, claims, and demands arising out of relying on the applicant's confirmation.

9. Set-Off

MAM is entitled to set off any claim that MAM or the relevant Trustee(s) may have against any of the assets, units or cash of the applicant held by MAM or the relevant Trustee(s).



TERMS & CONDITIONS

10. Legal and Tax Implications

The application shall acquaint himself/ herself with the relevant tax laws and exchange control regulations in force in the countries of the applicant's citizenship, residence or domicile.

11. Pre-Qualification Declaration

Qualified Investor refers to:-

- an individual whose total net personal assets, or total net joint assets with his or her spouse, exceed RM3 million or its equivalent in foreign currencies, excluding the value of the individual's primary residence;
- an individual who has a gross annual income exceeding RM300,000 or its equivalent in foreign currencies per annum in the preceding 12 months;
- an individual who, jointly with his or her spouse, has a gross annual income exceeding RM400,000 or its equivalent in foreign currencies in the preceding 12 months;
- a corporation with total net assets exceeding RM10 million or its equivalent in foreign currencies based on the last audited accounts;
- a partnership with total net assets exceeding RM10 million or its equivalent in foreign currencies;
- a unit trust scheme or prescribed investment scheme;
- a private retirement scheme;
- a closed-end fund;
- a company that is registered as a trust company under the Trust Companies Act 1949 which has assets under management exceeding RM10 million or its equivalent in foreign currencies;
- a corporation that is a public company under the Companies Act 1965 which is approved by the SC to be a trustee under the Act and has assets under management exceeding ten million ringgit or its equivalent in foreign currencies;
- a statutory body established by an Act of Parliament or an enactment of any State;
- a pension fund approved by the Director General of Inland Revenue under section 150 of the Income Tax Act 1967;
- a holder of a capital markets services licence;
- a licensed institution
- Islamic bank;
- an insurance company licensed under the Financial Services Act 2013;
- a takaful operator registered under the Islamic Financial Services Act 2013;
- a bank licensee or insurance licensee as defined under the Labuan Financial Services and Securities Act 2010; and
- an Islamic bank licensee or takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010.

12. Miscellaneous

- References to persons include corporations. References to one gender include both genders and references to the singular include the plural and vice versa.
- This MAM account is personal to the applicant and cannot be changed, assigned or transferred in any way by the applicant.

13. Unit Trust Loan Financing Risk Disclosure Statement

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 potential for losses as well as gains.
- 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 certain level, you may be asked to provide additional acceptable 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 to settle 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 the risk disclosure statement or the terms of the loan financing, you should consult the institution offering the loan.

14. Designated Account Holder

- Purchases for a minor (children below 18 years of age) should be registered in the name of an adult and named as a Designated Account Holder.
- The designated Account Holder will not enjoy the rights of a Unit Holder. In this regard, he/she will not enjoy the rights of a registered holder of the relevant Fund(s).
- Upon the death, bankruptcy or insanity of the First Applicant or the occurrence of anything which renders the First Applicant legally incapable of holding any units and where:
 - the Designated Account Holder is a minor (i.e. person below the age of 18 years); or
 - the Designated Account Holder has attained the age of majority but has not registered by MAM as a Joint Holder, any person becoming entitled to the Units held by the First Applicant may apply to MAM to be registered as the Unit Holder in place of the First Applicant in question. Such application shall be in such form as MAM may prescribe and shall be accompanied by such evidence as MAM require of that person's right to be so registered.
- Upon attaining the age of majority, the Designated Account Holder may be registered by MAM as Joint Holder, subject to written authorization from the First Applicant. Additional documentation may be required at the discretion of MAM.

**TERMS & CONDITIONS****15. Termination**

MAM reserves its sole and absolute discretion to terminate the services provided hereunder at any time without assigning any reasons whatsoever, in which event MAM shall not be held liable to the applicant for any losses and/or damages suffered and/or incurred as a result thereof.