

## TERMS AND CONDITIONS OF USE

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### OWNER

This site is owned and managed by Phillip Mutual Berhad ("PMB").

PMB is licensed by Securities Commission Malaysia (SC) for the purpose of carrying out dealing in securities restricted to unit trust and is duly registered with the Federation of Investment Managers Malaysia (FIMM) as an 'Institutional Unit Trust Adviser' (IUTA) and 'Institutional PRS Adviser' (IPRA) to market and distribute related party or third party unit trust funds as well as Private Retirement Scheme (PRS). As an IUTA, PMB is licensed to market and distribute unit trust funds of other Unit Trust Management Companies (UTMC), referred to as third party fund.

For third party funds, as an IUTA and for ease of operations, PMB requires the services of a nominee to effect transactions for the investor and also to keep in custody unit trusts for and on behalf of the investor. The investor has agreed to appoint PMB, and PMB has agreed to the appointment to hold and act for and on behalf of the investor from time to time in relation to unit trusts subject to the terms and conditions provided under the Fund Master Form. The role of PMB is to effect all transactions (both manual transactions and online transactions) with respect to the unit trusts on behalf of the investor with the relevant management company of the unit trusts in accordance with the restrictions or limitations set by the respective Unit Trust Management Companies (UTMC), the relevant prospectus and deed of the respective unit trusts and the laws, rules, regulations, guidelines and practices of the unit trusts industry.

PMB may modify, suspend, discontinue, or restrict the use and availability of any portion of this Site at anytime, without notice or liability. Your use of this Site may be monitored by PMB and used for PMB's internal business purposes, without liability.

The content of this Site does not constitute as an offer to sell or a solicitation of any offer to buy any of the unit trust funds contained in this Site by anyone in any other jurisdiction where such solicitation or offering would be illegal. The unit trust funds contained in this Site are made available in Malaysia and to any person in Malaysia only who is residing in Malaysia including the permanent resident, non-permanent resident and citizens of Malaysia. The information contained in this Site is for general information only and it does not take into account to any particular investor's circumstances. All information, statements and/or descriptions available are intended solely for the use by Malaysian residents only and any currency references shall be in Ringgit Malaysia unless otherwise specified. Any investment in unit trusts, and/or other investment products is subject to

investment risks, including the possible loss of the principle amount invested. The value of the units and the income from them may fall as well as rise. Past performance figures are not necessarily indicative of future performance of the unit trust.

No party shall be liable to the other for any default arising from events of force majeure, which shall be deemed to include any substances beyond the reasonable control of the party or parties affected.

## **LIMITED LICENCE AND RESTRICTIONS ON USE**

PMB grants you a limited, revocable, non-exclusive, non-transferable license to view, store, bookmark, download, and print the pages within this Site solely for your personal, informational, and non-commercial use. You are responsible for obtaining and maintaining all equipment, services, and other materials that you need to access this Site. PMB reserves all rights not expressly granted in these Terms of Use. Except as otherwise stated in these Terms of Use, **you may not:**

- Modify, copy, distribute, transmit, post, display, perform, reproduce, publish, broadcast, license, create derivative works from, transfer, sell, or exploit any reports, data, information, content, software, products, services, or other materials on, generated by or obtained from this Site, whether through links or otherwise (collectively, "materials");
- Redeliver any page, text, image, or materials on this Site using "framing" or other technology;
- Engage in any conduct that could damage, disable, or overburden (i) this Site, (ii) any materials or services provided through this Site, or (iii) any systems, networks, servers, or accounts related to this Site, including without limitation, using devices or software that provide repeated automated access to this Site, other than those made generally available by PMB ;
- Probe, scan, or test the vulnerability of any materials, services, systems, networks, servers, or accounts related to this Site or attempt to gain unauthorized access to materials, services, systems, networks, servers, or accounts connected or associated with this Site through hacking, password or data mining, or any other means of circumventing any access-limiting, user authentication or security device of any materials, services, systems, networks, servers, or accounts related to this Site;
- Modify, copy, obscure, remove, or display PMB 's name, logo, trademarks, text, notices, or images without PMB 's express written permission. To obtain such permission, you may e-mail us at [phillipmutual@poems.com.my](mailto:phillipmutual@poems.com.my);
- Include the term "Phillip Mutual Berhad", or any PMB trademark or executive's name, or any variation of the foregoing, as a meta-tag, hidden textual element, or any other indicator that creates an impression of affiliation, sponsorship, or endorsement by PMB.

## **LINKING CONDITION**

You may not link to this Site unless you have our prior written consent.

## **ONLINE TRANSACTIONS**

Certain parts of this Site may be protected by passwords or require a login. Further, for authentication purposes, certain features on this Site may require you to answer a designated security question. You agree to provide PMB with current, complete, and accurate information as prompted by the applicable registration process and agree to regularly update this information to maintain its completeness and accuracy. You agree not to obtain or attempt to obtain unauthorized access to such parts of or features on this Site, or to any other protected materials or information, through any means not intentionally made available to you by PMB.

You are responsible for maintaining the confidentiality of any account information, user names, logins, passwords, and security questions and answers that you use to access any page or feature on this Site, and for logging off of your account and any protected areas of the Site. Further, you are fully responsible for all activities occurring under your accounts, user names, logins, passwords, and security questions and answers that result from your negligence, carelessness, misconduct, or failure to use or maintain appropriate security measures. If you become aware of any suspicious or unauthorized conduct concerning your accounts, user names, logins, passwords, or security questions and answers, you agree to contact PMB immediately. **PMB will not be liable for any loss or damage arising from your failure to comply with this paragraph.**

Information in relation to products and services will be provided to you through this Site which may involve the electronic transmission, including via any e-mail address you provide to us, that you may consider to be personal financial information or promotional and marketing materials, and you consent to such transmission.

## **IMPORTANT LEGAL INFORMATION**

Although we have taken the necessary steps to ensure the system security and integrity, we would advise that by performing online transactions and activities, you are exposed to the inherent risks of online transactions and you agree to assume such risk. You should be aware that the inherent risk list is not exhaustive; including but not limited to identity theft, confidentiality of data which may be illegally intercepted by third party, unauthorized data access by third party, fraudulent emails or fraudulent acts.

All application requests for transactions shall only be made either through conventional application (by walk in or through our unit trust consultants) or by online application. Any application that has been received by PMB through online cannot be cancelled unless otherwise specified.

If you wish to invest in the unit trust funds online, you may perform the online transactions in relation to your investments in this Site. By accessing this Site, you hereby agree that you have given your consent to PMB to disclose your information to the relevant entities involved pertaining to the unit trust funds including the relevant regulatory authorities or any of PMB's holding companies, subsidiaries or associated companies, which provides services to PMB, within or outside Malaysia, for the purposes of the provision of financial services or any related services and any other related purposes, including direct

marketing.

Alternatively, you may invest in unit trusts by the conventional way and walk in to our business office at **B-2-7, Megan Avenue II, No 12 Jalan Yap Kwan Seng, 50450 Kuala Lumpur** or submit your applications through our unit trust consultants.

You must take note on the following mode of payments available for your investment (for lumpsum cash and PRS investments only) :-

### **Direct bank in/Cheque**

- Payment can be deposited directly into our bank account as stated below at any Malayan Banking Bhd branches. A copy of the Deposit Slip (or any form of proof of payment) must be faxed or email to us.
- Payment for postal application should be made by cheque only.
- Cheques must be drawn in Ringgit Malaysia (RM), crossed and made payable to "Phillip Mutual Berhad". Third party and post-dated cheques will not be accepted.
- Payment by outstation cheques should include bank commission charges.
- Please note that the instruction to purchase units will be executed on the date on which the payment (or proof of payment) are received or are deemed to have been received by us.

### **Telegraphic Transfer**

- Telegraphic transfer should be in favour of Phillip Mutual Berhad as per the following bank details.
- Please note that any bank charges and/or other fees levied by the remitting bank for undertaking a telegraphic transfer will have to be borne by the investor.
- A copy of the TT Slip must be faxed or email to us.
- Please note that the instruction to purchase units will be executed on the date on which the payment (or proof of payment) are received or are deemed to have been received by us.

### **Internet Banking**

- Internet banking can be made via FPX (Financial Process Exchange) when submitting online transaction via FAME. For more details of FAME, please refer to [www.fame.com.my](http://www.fame.com.my).

For EPF Members Investment Scheme (EPF MIS), withdrawal would be made from

member's EPF Account (subject to eligibility) to invest in unit trusts approved by EPF. Application could be made via submission of physical form comprises of respective UTMC's form (account opening or transaction form) and KWSP 9N form and/ or any other form(s) prescribed by the EPF Board.

Your completed applications should be submitted together with a payment (for lump sum cash and PRS investments) and units will be created based on the NAV per unit of the fund at the close of Business Day as stated in the respective fund's prospectus.

All applications and/or request shall be processed upon the receipt of the completed Fund Master Form by Phillip Mutual Berhad and proof of payment (for lump sum cash and PRS investments) to reach Phillip Mutual Berhad before cut-off time of the respective fund. However, for first time investors, you must open an online account with us and obtain our prior approval. You can only conduct transactions after your online account has been accepted and approved by us.

If you are an existing investors, we shall only process the application and/or request upon the receipt of the requisite payment and clearance of payment (for lump sum cash and PRS investments) made by you. Thereafter, the units will be created as per the cut-off time of the respective funds. If we receive your application and/or request and payment before the cut-off time of the respective funds, your units will be based on the end of Business Day's price. If we receive your application and/or request and payment after the cut-off time of the respective funds, the units will be based on the next Business Day's price. Please refer to the respective fund's prospectus for details on the cut-off time. However, for the first time investors, we shall only activate your account and allow you to perform your online transactions once we receive your complete documents and satisfactory verification of the said documents based on our Know Your Customer Policy. Please refer to the relevant fund's prospectus for further details.

You have the right to exercise the following options **EXCEPT for TRANSFER** of unit and exercise of **COOLING-OFF** right, of which this right can only be exercised by submitting an application to PMB's business office at **B-2-7, Megan Avenue II, No 12 Jalan Yap Kwan Seng, 50450, Kuala Lumpur:**

1. Investment
2. Redemption
3. Switching

You may submit your application and/or request for online investment, redemption and switching. Your application and/or request shall be processed based on forward pricing prevailing at the time a complete request is received by PMB. Any application made before the cut-off time of the respective funds shall be based on the end of Business Day's price. If the application is made after the cut-off time of the respective funds, it shall be based on the next Business Day's price. Please refer to the relevant fund's prospectus for further details.

If you are a first time investor with PMB, you shall have the right to request for a cancellation of your investment within six (6) Business Days from the date we receive your application for investment. This right does not extend to a corporation or institution, staff of PMB and any persons registered to deal in unit trusts with PMB. The Cooling-Off



proceeds shall be computed in accordance with the Guidelines on Unit Trust Funds.  
**There is no Cooling-Off facility available online at the moment.**

However, the Cooling-Off facility is available offline and you may request to cool off manually:

1. Complete the Fund Master Form, clearly state that the transaction is for cooling off purposes.
2. Submit hardcopy to unit trust consultant / financial planner or our client service personnel.
3. PMB will process the cooling-off request within 5 Business Days.
4. PMB will send the payment cheque via mail or you may instruct us to bank in the cheque into your bank account by providing account details to us.

PMB is responsible for the issuance, circulation or dissemination of the electronic prospectus(es)/information memorandum and its supplementary (if any) of the funds managed by PMB and the electronic application form on this Site. For Third party funds distributed by PMB, PMB will rely on the electronic prospectus(es)/information memorandum and its supplementary prospectus(es)/information memorandum (if any) provided by the respective UTMC as the correct copy registered with the SC. PMB will ensure the copy of the electronic prospectus(es)/Information Memorandum and its electronic supplementary prospectus(es)/information memorandum (if any) posted on this Site is identical to the electronic copy provided by the respective UTMC.

You are hereby advised to read and fully understand the contents of the relevant prospectus(es)/information memorandum and its supplementary (if any), Terms and Conditions on the Fund Master Form and Unit Trust Loan Financing Risk Disclosure Statement before investing. You may obtain the electronic prospectus(es)/information memorandum and its supplementary(if any), Fund Master Form and Unit Trust Loan Financing Risk Disclosure Statement on this Site or the printed copies of the same at the business office.

In the event a supplementary prospectus/information memorandum is issued before PMB processes the application, you are allowed to withdraw the application for units provided that you have duly informed PMB in writing. Nevertheless, you are not allowed to withdraw the application for units if a supplementary prospectus has been registered with SC and published on this Site after the issuance of units to you has been made.

We will post a notice in the Site if there is a situation of a suspension on the transactions of unit trust fund arise due to units have been fully subscribed or due to any request by the relevant authorities or trustee.

The price of units and distributions made, if any, may go down as well as up. Past performance of a unit trust fund should not be an indication for its future performance. Any issue of units to which the prospectus relates will only be made upon the receipt of the completed Fund Master Form, and/request for any transaction and upon payment received by Phillip Mutual Berhad. No unit trust funds will be issued on the basis of the electronic prospectus after the expiry date or after the end of the offer period (for fund

with prescribed period).

**Please carefully consider the fund's investment objectives, risks, fees, charges and expenses before investing. For this and other information, call or write to Phillip Mutual Berhad for a free prospectus, or view one online. Read it carefully before you invest or send money.**

**\*Applicant should be 18 years old and above at the date of the application.**

## **PROSPECTUS, SUPPLEMENTARY PROSPECTUS AND APPLICATION FORM**

You may also obtain the printed copies of the prospectus, supplementary prospectus and Fund Master Form and Unit Trust Loan Financing Risk Disclosure Statement from our office at **B-2-7, Megan Avenue II, No 12 Jalan Yap Kwan Seng, 50450, Kuala Lumpur** or from our unit trust consultant.

You acknowledge that any information that falls outside the designated area of the prospectus in this Site does not form part of the electronic prospectus and that the unit trusts are offered solely on the basis of the information contained in the electronic prospectus.

For fund(s) with a prescribed period,

- (a) Kindly refer to the respective prospectus(es) for the closing date of the application period;
- (b) No units of the fund(s) will be issued on the basis of the electronic prospectus(es) after the end of the offer period.
- (c) The electronic prospectus(es) is made available for purely informational and archiving purposes after the end of the offer period.

## **DATA, INFORMATION, AND CONTENT**

The materials on this Site are for information, education, and non-commercial purposes only. Although PMB may provide data, information, and content relating to investment approaches and opportunities to buy or sell securities and/or mutual funds, you should not construe any such information or other content available through this Site as legal or tax advice. You alone will bear the sole responsibility of evaluating the merits and risks associated with the use of any materials on this Site before making any decisions based on such materials. In exchange for using such materials, you agree not to hold PMB or its third-party information providers liable for any possible claim for damages arising from any decision you make based on the materials made available to you through this Site. By providing access to other websites, neither PMB nor any of its affiliates is recommending the purchase or sale of the stock issued by any company, nor are they endorsing services provided by any website's sponsoring organization.

## **INTERNATIONAL USE**

Because of the global nature of the Internet, you agree to comply with all local rules with respect to your account and your online conduct, including all laws, rules, codes, and regulations of the country in which you reside and the country from which you access this Site, including without limitation, all laws, rules, codes, regulations, decrees, acts, orders, directives, legislation, bills, and statutes pertaining to tax, contracts, intellectual property, securities, e-commerce, banking, technology, computers, fraud, and privacy. In addition, you agree to comply with all applicable laws, rules, codes, and regulations regarding the transmission of technical data exported from the Malaysia.

This Site will not be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal.

### **THIRD-PARTY CONTENT**

Data and other materials appearing on this Site that are provided by third parties are believed by PMB to be obtained from reliable sources, but PMB cannot guarantee their accuracy, timeliness, completeness, or suitability for use. PMB is not responsible for, and does not prepare, edit, or endorse, the content, advertising, products, or other materials on or available from any website owned or operated by a third party that is linked to this Site via hyperlink. The fact that PMB has provided a link to a third party's website does not constitute an implicit or explicit endorsement, authorization, sponsorship, or affiliation by PMB with respect to such website, its owners, providers, or services. You will use any such third-party content at your own risk.

### **TIMELINESS OF CONTENT**

All content on this Site is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

### **TERMINATION**

The rights granted to you herein terminate immediately upon any violation by you of these Terms of Use. PMB, in its sole discretion, reserves the right to temporarily or permanently terminate your access to and use of this Site at any time and for any reason whatsoever, without notice or liability. PMB will not be liable to you or any third party for any termination of your access to or use of this Site.

### **WARRANTY DISCLAIMERS**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, PMB AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND ANY THIRD-PARTY INFORMATION PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY,



NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES REGARDING SECURITY, CURRENCY, CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY, WITH RESPECT TO (I) THE SITE; (II) ANY MATERIALS, PRODUCTS, OR SERVICES AVAILABLE ON OR THROUGH THE SITE; (III) USE OF THE SITE, MATERIALS, PRODUCTS, OR SERVICES; AND (IV) THE RESULTS OF THE USE OF THE SITE, MATERIALS, PRODUCTS, OR SERVICES.

FURTHER, PMB AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND ANY THIRD-PARTY INFORMATION PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF THE MATERIALS, PRODUCTS, OR SERVICES.

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TO THE EXTENT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

#### **LIABILITY AND INDEMNITY**

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You agree to indemnify, defend, and hold harmless PMB, its affiliates, and each of its and

their officers, directors, employees, and agents, from and against all claims, demands, liabilities, damages, losses, or expenses, including attorney's fees and costs, arising out of or related to your improper access to or use of this Site, or any violation by you of these Terms of Use.

### **SEVERABILITY**

If any provision of these Terms of Use is deemed unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions. These Terms of Use represent the entire agreement between you and PMB relating to the subject matter herein.

### **APPLICABLE LAW AND VENUE**

The laws of Malaysia, without regard to principles of conflict of laws, govern these Terms of Use and any dispute that might arise between you and PMB. You also agree to submit to the jurisdiction of the Courts of Malaysia.

### **CONTACT US**

If you have any other questions or would like an alternative method of reaching us, please click [Contact Us](#) at the top of our Web page.

## **TERMS AND CONDITIONS OF THE MASTER ACCOUNT**

By applying to invest in units in any of the Phillip Mutual Berhad (“PMB”)’s funds or units of Third party funds (collectively referred to as the “Funds”) by PMB as an Institutional Unit Trust Adviser (“IUTA”) and Institutional Private Retirement Scheme Adviser (IPRA), the Applicant agrees that:

### **1. TERMS AND CONDITIONS**

1.1 The Applicant will be bound by these Terms and Conditions and the terms of the constitution documents (such as the Trust Deed and the Master Prospectus) of each relevant Fund(s) in respect of all transactions. Where there are conflicting terms, the terms of the relevant Trust Deed shall prevail.

### **2. INSTRUCTIONS / VOICE RECORDINGS**

2.1 Except in respect of transfer instructions, any one joint Applicant may operate the Master Account singly unless PMB is otherwise notified in writing.

2.2 All instructions given or purported to be given via any written or facsimile transactions by the person(s) authorised to operate the Master Account as named in the Master Account Application Form (“the Form”) or otherwise in writing are binding on the Applicant provided always that the person(s) authorised to operate the Master Account shall be at least eighteen (18) years of age. PMB shall have no obligation to verify the authenticity of any such instructions or the identity of any person giving such instructions.

2.3 The account(s) in the name of the Applicant specified in the Form attached to these Terms and Conditions or such other account as the Applicant may notify PMB in writing from time to time (“Applicant’s Account”) shall be used for the purposes of transactions contemplated by these Terms and Conditions and the Applicant’s Account shall be governed by these Terms and Conditions.

2.4 PMB shall be entitled to use voice recording devices to record instructions communicated to it and such recording(s) shall constitute evidence of the instructions.

### **3. UNIT TRUST CONSULTANT (“UTC”) / FINANCIAL PLANNER (“FP”)**

3.1 If a UTC / FP is named in the Form, PMB is entitled to process any instructions received from such UTC / FP without further reference to the Applicant unless PMB has received prior contrary instructions in writing duly signed by the Applicant.

3.2 PMB shall be entitled to regard the UTC / FP as the Applicant’s agent throughout the period of operation of the Master Account unless otherwise notified in writing. PMB shall not be responsible for any action or omission on the part of the UTC / FP and shall be under no obligation to verify the authenticity of the instructions received or to determine whether or not such instructions were authorised. The Applicant shall have no right of action against PMB in connection with the execution by PMB of such instructions and undertakes not to make any claim against PMB in connection therewith.

### **4. REJECTION / CANCELLATION OF APPLICATION**

- 4.1 PMB as the manager and distributor of the various Funds is entitled to:-
- 4.1.1 reject any Form which is not completed in full and supported by the requested documents and payments;
  - 4.1.2 cancel any units issued if the payment for the units cannot be matched within seven (7) days of the receipt of the application or subscription instruction, and require the Applicant to pay the difference (as a debt due to PMB under clause 10 of the Terms and Conditions) if the Selling Price exceeds the buying price, if applicable, pursuant to the relevant Trust Deed; and
  - 4.1.3 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 Master Account.

## 5. STATEMENTS / CONTRACT NOTES

- 5.1 Contract notes, transfer advices, statements, cheques and other documents shall be sent at the risk of the Applicant to the Applicant's address as detailed in the Form. If the Applicant fails to notify PMB in writing of any errors in the contract note or transfer advice within 5 days, or in the statement within 30 days of issuance, the Applicant shall be deemed to have waived any right to raise any objection or to pursue any remedies against PMB or the relevant Trustee(s).

## 6. MONIES

- 6.1 All application monies must be paid or remitted as instructed and any cheque(s) must be honoured when presented.
- 6.2 If an application is rejected in whole or in part, the application monies or balance thereof will be returned (without interest) by PMB by cheque or at the cost of the Applicant by telegraphic transfer within thirty (30) business days.
- 6.3 The Applicant confirms that PMB may issue a cheque in Ringgit Malaysia to settle any redemption or other monies (if any) payable by PMB. Such cheque shall be made payable to the Applicant or the Applicant's nominee who is registered unitholder(s) and sent to the last registered address of the Applicant or the Applicant's nominee on PMB's records unless otherwise notified in writing.
- 6.4 The Applicant hereby authorises PMB to automatically reinvest any distributions in the relevant Funds without further reference to the Applicant.
- 6.5 Third party payments will not be accepted.

## 7. REPRESENTATION

- 7.1 The Applicant shall not rely on any information or representations other than those contained in the relevant Trust Deed and Prospectus.
- 7.2 The Applicant warrants that if an application is made on behalf of a corporation, the corporation has the power and the capacity and has taken all necessary steps to invest in the relevant Fund(s).

## 8. INFORMATION ON UNIT TRUSTS

- 8.1 PMB may in its absolute discretion upon acceptance of the Applicant's application provide to the Applicant the most recent published editions of prospectuses, explanatory interim and annual reports and accounts and other up to date promotional and advertising literature, publications, materials and

statistical information ("information") relating to Funds.

8.2 The Applicant acknowledges and agrees that:-

8.2.1 PMB shall not be responsible nor be liable to the Applicant for advising or giving or for refraining from or omitting to advise or give any recommendation to the Applicant as to whether or not to invest in any Funds in respect of which information has been provided and, if necessary, the Applicant should seek independent financial and/or legal advice with respect to any such investment opportunity.

8.2.2 No warranty is given by PMB as to the performance or profitability of the Funds or any part thereof.

8.2.3 PMB shall not be responsible nor be liable to the Applicant for any actions, proceedings, claims, costs, expenses, losses or damages of whatsoever nature suffered or incurred by the Applicant as a result of or in connection with any investment, subscription, holding, disposal redemption or any other dealing of any units in any of the Funds or any other transaction made or omitted to be made by the Applicant on the basis of any information provided by PMB.

## 9. SUBSCRIPTION, TRANSFER, SWITCHING AND REDEMPTION OF FUNDS DISTRIBUTED BY PMB

9.1 In the case of an application made for funds distributed by PMB, the Applicant acknowledges and agrees that :-

9.1.1 Any unit trust management company ("UTMC") which receives the application for subscription, transfer, switching, redemption, investment and/or any other dealings with respect to the relevant Funds shall not be obliged to accept such application in whole or in part and PMB shall not be liable for :-

9.1.1.1 ensuring that the relevant UTMC accept such application; or

9.1.1.2 any action, proceeding, claim, cost, expense, loss or damage of whatsoever nature including any loss of investment opportunity which the Applicant may suffer or incur as a result of any refusal to accept or delay in accepting such application by any such UTMC.

9.1.1.3 The Applicant shall forward all instructions with respect to the Funds, whether in the Applicant's or the Nominee's name to PMB in accordance with the prescribed manner set by PMB from time to time.

9.1.1.4 If the Applicant wishes to invest, subscribe, transfer, switch, redeem or deal in any of the Funds, he will place his order with PMB at least half an hour before the specified cut-off time for the receipt by the relevant UTMC of any application on the subscription, transfer, switching, redemption and/or any other dealings, so that PMB and/or the Nominee can use reasonable endeavor to send any such application to the appropriate UTMC in respect of the relevant Funds on the same "Dealing Day" for such UTMC being a day on which dealings take place in units or shares of such Funds as the date upon which PMB receives the relevant instruction from the Applicant; otherwise PMB and/or the Nominee will deliver such application to the

appropriate UTMC in respect of the relevant Funds on the next Business Day.

9.1.1.5 PMB shall not be obliged under any circumstances to take any action or instruction from the Applicant at any time outside its normal business hours.

9.1.1.6 PMB shall not be obliged to verify the authenticity of any instruction given or purported to be given by the Applicant or for and on behalf of the Applicant or to determine whether or not such instructions are authorised.

9.1.1.7 If the Applicant wishes to invest in the EPF Members Investment Scheme, the Applicant must complete the KWSP 9N form, and/ or any other form(s) prescribed by the EPF Board and the respective UTMC.

## 10. COST AND COMMISSION

10.1 The Applicant shall be responsible for the payment of any commission, transfer fees, registration fees, taxes any other liabilities, cost and expenses properly payables or incurred by PMB under these Term and Conditions.

10.2 PMB may receive a selling or placing commission and/or fee from any UTMC or any other source for the subscription order made by the Applicant and PMB shall be entitled to retain such commission for its own benefit and is not obliged to account to the Applicant for all or any part of such commission.

10.3 PMB shall be entitled to set-off any monies due to the Applicant under these Terms and Conditions against any debt or liability due from the Applicant to PMB from time to time.

## 11. NOTICES

11.1 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 negligence of PMB, PMB 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. PMB shall not be liable for any direct or indirect consequential losses arising from the foregoing.

## 12. INDEMNITY

12.1 The Applicant shall indemnify PMB and the relevant Trustee(s) and any of their agents against any actions, proceedings, claims, losses, damages, 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 Master Account or in connection with PMB accepting, relying on or failing to act on any instructions given by or on behalf of the Applicant unless due to the willful default or negligence of PMB.

12.2 The Applicant acknowledges and accepts that PMB has absolute discretion to rely on facsimile confirmation from the Applicant and undertakes to indemnify and hold harmless PMB, its employee and agents against all costs, expenses loss of liabilities, claims and demands arising out of relying on the Applicant's confirmation.

## 13. SET OFF

13.1 PMB is entitled to set off any claim which PMB or the relevant Trustee(s) may



have against any of the assets, units or cash of the Applicant held by PMB or the relevant Trustee(s).

#### 14. LEGAL AND TAX IMPLICATION

14.1 The Applicant shall acquaint himself with the relevant tax laws and exchange control regulations in force in the countries of his citizenship, residence and domicile.

#### 15. PERSONAL DATA

15.1 The Applicant(s) may have provided and may, from time to time, provide personal information ("Data") to PMB. The Data may be used by PMB and provided to the relevant Trustee(s), or any of PMB's holding companies, subsidiaries or associated companies, which provides services to PMB, within or outside Malaysia, for the purposes of the provision of financial services or any related services and any other related purposes, including direct marketing.

15.2 The Applicant(s) warrant(s) to have consented to provide personal information to PMB in connection with the performance of the services of the Master Account and that the personal information provided to PMB has been processed for reasonable purposes and in appropriate ways in accordance to the applicable law.

15.3 The Applicant(s) is(are) responsible to update the personal information to PMB and PMB is liable to change the personal information as per the Applicant's instruction.

#### 16. ELECTRONIC PORTFOLIO MANAGEMENT SERVICES

16.1 eUnittrust.com.my (the "Electronic Portfolio Management Services") are telecommunication network and a software package provided by PMB that is available to Applicant:

16.1.1 Enables the Applicant to access Statement and Valuation of Investment held with PMB

16.1.2 Enables the Applicant to transmit application for subscription, switching, and redemption to PMB for execution.

16.1.3 Enables the Applicant to have access to information relating to Funds.

16.2 All applications for subscription, switching and redemption placed via Electronic Portfolio Management Services in relation to Funds are also subject to the same terms and conditions governing the maintenance and operation of the Funds as stated in the respective Prospectus(es).

16.3 The Applicant agrees to check and ensure that applications for subscription, switching and redemption have been properly received and accepted by PMB and acknowledges that the use of Electronic Portfolio Management Services also implies full responsibility that no unauthorized person will have the right to access and use the Electronic Portfolio Management Services via the LoginID(s) and Password(s) (collectively, the personalized login credentials).

16.4 The Applicant will notify PMB forthwith of any failure to receive an appropriate response and/or confirmation that applications for subscription, switching and redemption have been received and/or executed.

16.5 The Applicant must at all times ensure that the integrity and security of the Electronic Portfolio Management Services is preserved and maintained. The Applicant must ensure, inter alia, that there is no unauthorized use of the login

credentials. The Applicant will forthwith on being aware of any unauthorized access or theft of the security code, notify PMB and provide such particulars as PMB may require. The Applicant is solely responsible to ensure that none of the events as mentioned in this Clause occurs, but if any of them does occur, the Applicant shall indemnify PMB for any loss and damage that PMB may suffer as a consequence of such unauthorized access and use.

#### 17. MISCELLANEOUS

- 17.1 References to persons include corporations, references to one gender include both genders and references to the singular includes the plural and vice versa.
- 17.2 Each joint Applicant's obligation is joint and several and any reference herein to the Applicant, where appropriate, may refer to any one or more joint Applicant(s).
- 17.3 The Master Account is personal to the Applicant and cannot be changed, assigned or transferred in any way by the Applicant.
- 17.4 PMB reserves the right to vary the Term and Conditions at any time without notifying the Application.
- 17.5 If any of these Term and Conditions is held or deemed to be void or unenforceable, the other terms and conditions will remain in full force and effect.

#### 18. APPLICABLE LAW

- 18.1 These Term and Conditions shall be governed by and constructed in accordance with the laws of Malaysia.

#### 19. COOLING OFF RIGHT

- 19.1 Investor who is investing with PMB for the first time, may exercise their cooling-off right. The cooling-off right refers to the right of the investor to obtain a refund should he change his mind about an investment he has made in any of the Funds if he so requests within the cooling-off period i.e. within 6 business days of the date of his application. The cooling-off right is only given to an investor, (other than a corporation or institution, a staff of PMB; and persons registered to deal in unit trusts of PMB) , who is investing in any unit trust Funds managed by PMB and/or the third-party fund manager(s) for the first time.
- 19.2 Refunds for every unit held following a request for a reverse of an application would be based on:
  - (i) the NAV per unit on the day the units were first purchased; and
  - (ii) the Sales Charge per unit originally imposed on the day the units were purchased.
- 19.3 All such requests must be received or be deemed to have been received by us before 4:00 p.m. on a business day. Requests received or deemed to have been received after 4:00 p.m. will be treated as having been received the following Business Day. Withdrawal proceeds will only be paid when PMB has received cleared Funds for the original investment.

#### 20. JOINT ACCOUNTS

- 20.1 Units may be registered in the names of two (2) or more persons provided always that all of such persons shall be persons entitled to apply for Units

under Clause 2.2.

20.2 Where Units are held by Joint holders, PMB shall be entitled to require such Joint holders to inform PMB in writing whether transactions in respect of the Units should only be carried out upon the instructions:

- (a) of only one Joint holder who shall be named;
- (b) of two or more of the Joint holders who shall be named; or
- (c) of all the Joint holders.

provided always that a Jointholder under the age of eighteen (18) years shall not be eligible to give any instructions in respect of any Units.

20.3 In the absence of the information referred to in Clause 20.2, PMB shall be entitled to act upon the instructions of the Joint holder whose name appears first in the Register of Unit Holders.

20.4 Where Units are held by Joint holders, PMB shall treat the Joint holder whose name appears first in the Register of Unit Holders as the person entitled to receive any moneys payable hereunder and the receipt of such Joint holder of any moneys payable hereunder in respect of such Units shall be a good discharge to PMB and the Trustee.

20.5 Where Units are held by Joint holders, and where any notice is required by Master Deed to be given to Unit Holders in respect of any matter whatsoever, it shall be sufficient for PMB to give such notice only to the Joint holder whose name appears first in the Register of Unit Holders.

20.6 Subject to the clause 20.7, in the case of the death of any Joint holder, PMB and the Trustee shall recognise the surviving Joint holder or Joint holders as the only person or persons having any title, right or interest to and in the Units held.

20.7 Where a sole surviving Jointholder or all the surviving Jointholders is or are under the age of eighteen (18) years, the Manager and the Trustee shall recognise only the estate or estates of the deceased Jointholder or Jointholders as having any title, right or interest to and in the Units held.

## 21. Procedure upon Death, Bankruptcy, etc

21.1 Upon the death, bankruptcy or insanity of a Unit Holder or the occurrence of anything which renders a Unit Holder legally incapable of holding any Units, any person becoming entitled to the Units held by the Unit Holder may apply to PMB to be registered as the Unit Holder in place of the Unit Holder in question. Such application shall be in such form as PMB may prescribe and shall be accompanied by such evidence as PMB may require of that person's right to be so registered.

21.2 In the case of the death of a Unit Holder who is not a Joint holder, his representative duly appointed by operation of law may, whether or not he has himself become registered as the holder of the deceased Unit Holder's Units, at any time apply to PMB to be registered as the Unit Holder in place of the deceased Unit Holder the person who has become entitled to the Units by virtue of a will or upon the intestacy of the deceased Unit Holder. Such application shall be in such form as PMB may prescribe and shall be accompanied by such evidence as PMB may require of that person's right to be so registered.

## APPOINTMENT OF NOMINEE TO HOLD UNIT TRUST

Whereas applicant above named (“the Investor”) has registered with Phillip Mutual Berhad (PMB) as an investor in unit trusts funds (“Unit Trusts”) that are managed by PMB or distributed by PMB as an Institutional Unit Trust Adviser (“IUTA”) for other unit trusts management companies. And whereas as an IUTA and for ease of operations, PMB requires the services of a nominee to effect transactions for the Investor and also to keep in custody Unit Trusts for and on behalf of the Investor. And whereas the Investor is desirous of appointing PMB and PMB has agreed to the appointment to hold and act for and on behalf of the Investor time to time in relation to Unit Trusts subject to the terms and conditions herein provided.

Now the Investor hereby agrees as follows:

### 1. INSTRUCTIONS ON UNIT TRUSTS

- 1.1 The Investor shall forward all instructions with respect to the Unit Trusts to PMB in accordance with the prescribed manner set by PMB from time to time.
- 1.2 Any UTMC which receives the application for subscription, transfer, switching, redemption, investment and/or any other dealings with respect to the Unit Trusts shall not be obliged to accept such application in whole or in part and the Nominee shall not be liable for:
  - (i) ensuring that the relevant UTMC accept such application; or
  - (ii) any action, proceeding, claim, cost, expense, loss or damage of whatsoever nature suffered or incurred by the Investor including any loss of investment opportunity which the Investor may suffer or incur as a result of any refusal to accept or delay in accepting such application by any such UTMC.
- 1.3 The Nominee may aggregate transactions for the Unit Trusts with those of the other investors/clients of the Nominee.
- 1.4 All transactions with respect to the Unit Trusts will be effected by the Nominee on behalf of the Investor with the relevant representative, agent, adviser or management company of the Unit Trusts in accordance with the restrictions or limitations set by the respective UTMC, the relevant prospectus and deed of the respective Unit Trusts and the laws, rules, regulations, guidelines and practices of the unit trusts industry.
- 1.5 The Investor acknowledges that the Investor is aware of such restrictions and limitations and the contents of the relevant prospectus and deed governing the Unit Trusts.
- 1.6 The Nominee shall be entitled at its sole discretion to refuse to comply with any instructions which in the Nominee’s opinion is unclear or ambiguous or which would or might cause PMB and/or the Nominee to contravene any applicable law, regulation, guideline, rules or practices of the unit trusts industry and the Nominee shall not be responsible or liable to the Investor as a result of refusal to act in such circumstances.
- 1.7 The Nominee, its personnel, employees or agents are under no obligation to verify the authenticity of any instructions given or purported to be given by the Investor or for and on behalf of the Investor or to determine whether such instructions are duly authorised.

## 2. CUSTODY

- 2.1 The Investor hereby agrees that notwithstanding anything to the contrary herein contained:
- (a) the Unit Trusts shall be held by the Nominee as the registered holder for and on behalf of the Investor;
  - (b) the Nominee shall not recognise any trust or equity in respect of the Unit Trusts or any part thereof; and
  - (c) the Nominee shall be a bare custodian and not a trustee in all matters relating to this Agreement and/or the Unit Trusts.
- 2.2 Subject to PMB receiving instructions to the contrary, the Nominee shall:
- (a) present for payment the Unit Trusts which are subscribed or redeemed or otherwise shall become payable;
  - (b) hold for the Investor all distributions and rights with respect to any Unit Trusts held, and
  - (c) receive and collect all interest, dividends and other payments or distributions of income in respect of the Unit Trusts.
- 2.3 The Nominee shall not be liable to pay any interest to the Investor for any monies held by the Nominee for the Investor for any reason whatsoever.
- 2.4 PMB shall place the Investor's monies deposited in trust account(s) with financial institution(s) of its choice and upon such terms and manner deems fit by PMB. These deposits may or may not be interest yielding. Investor acknowledges that the monies are co-mingled with the monies PMB hold for other investors in such trust account(s), and administratively it would not be feasible to attempt to allocate the respective interest entitlement, if any, on an individual basis in view of the constant fluctuations in the value of the monies in such trust account(s). Investor acknowledges and agrees that PMB shall retain, for the benefit of PMB and without any obligation to account to the Investor, any interest PMB receives from the monies deposited in such trust account(s).
- 2.5 The Nominee shall have no duty or responsibility as regards attendance at meetings or voting in respect of any of the Unit Trusts or as regards any subscription, conversion or other rights in respect thereof or as regards any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement in connection with the Unit Trusts, nor shall the Nominee be under any duty to investigate or participate therein or take any affirmative action in connection therewith except in accordance with written instructions from the Investor and upon such conditions and indemnity and provision for expenses as the Nominee may require.

## 3. COST AND COMMISSION

- 3.1 The Investor shall be responsible for the payment of any commission, transfer fees, registration fees, taxes, any other liabilities, costs and expenses properly payable or incurred by the Nominee under this Agreement and in holding or executing transaction in respect of the Unit Trusts.
- 3.2 The Nominee shall be entitled to set-off any monies due to the Investor under this Agreement against any debt or liability due from the Investor to the Nominee from time to time.

## 4. VARIATION AND TERMINATION



- 4.1 Without contrary to Clause 4.2, the Nominee at its sole discretion may by notice in writing to the Investor vary or terminate this Agreement at any time.
- 4.2 The Nominee may without notice to the Investor amend this Agreement from time to time in order to comply with any relevant law, regulation, guidelines or practices with respect to this Agreement or the unit trusts industry.
- 4.3 The Investor may terminate this Agreement at any time by written notice to the Nominee to take effect immediately on receipt.
- 4.4 Upon termination of this Agreement, the Nominee shall be entitled at its absolute discretion to transfer all the Unit Trusts to the Investor at the cost and expense of the Investor and the Investor shall do all things necessary to affect such transfer.

## 5. LIABILITY AND INDEMNITY

- 5.1 The Nominee shall not be liable for any direct, indirect, special or consequential damages which may be suffered by the Investor, such as, but not limited to, loss of anticipated profits or other anticipated economic benefits, whatsoever or howsoever caused, whether in contract or in tort (which includes but is not limited to negligence), arising directly or indirectly in connection with or arising out of this Agreement or the Unit Trusts.
- 5.2 The Investor hereby agrees to indemnify and hold harmless the Nominee and/or its personnel, employees and agents against any action, proceeding, claim, cost, expense, loss or damage of whatsoever nature which may be brought against, suffered or incurred by any of them arising either directly or indirectly out of or in connection with the Agreement or in connection with the Nominee accepting, relying on or failing to act on any instruction given or purport to be given by or on behalf of the Investor to PMB or the Nominee.
- 5.3 The Nominee shall not be required to take any legal action or proceedings with respect to the Unit Trusts or for and on behalf of the Investor.

## 6. NON-EXCLUSIVITY

- 6.1 The services to be provided by the Nominee to the Investor are non-exclusive and the Nominee shall be permitted to perform such services for such other persons/ body as the Nominee in its absolute discretion deem fit and the Nominee shall not be liable or under any obligation to:
  - (a) account to the Investor for all or any part of benefits received or any fact which may come to the notice of the Nominee or any of its personnel, employees or agents in the course of providing such services; or
  - (b) disclose to the Investor any fact or thing which may come to the notice of the nominee in the course of providing such services to others or in the course of its business in any other capacity or in any manner whatsoever than in the course of carrying out its duties under these terms and conditions.

## 7. MISCELLANEOUS

- 7.1 All notices and documents sent, conveyed, forwarded, published or transmitted by the Nominee to the Investor in any manner the Nominee deems practical and appropriate, or in accordance with such manner as may be mutually agreed upon by the Nominee and the Investor are deemed to have been duly served and shall be at the risk of the persons entitled thereto.



- 7.2 The Nominee may delegate any of its functions under this Agreement to any person/ body and may provide information about the Investor and the Unit Trusts to such person/ body, the Nominee shall not be liable or responsible for any act or omission of any such person/body in connection with this Agreement and the Unit Trusts.
- 7.3 The Investor shall not assign any of its rights and interest in this Agreement, the Unit Trusts without the written consent of the Nominee
- 7.4 References to persons include corporations, references to one gender include both genders and references to the singular includes the plural and vice versa.
- 7.5 Each joint Investor's obligation is joint and several and any reference herein to the Investor, where appropriate, may refer to any more or more joint Investor(s).
- 7.6 The Nominee may give any notification or to take or to refrain from taking any action in order to comply with the provisions of any laws or any statutory and regulatory requirements now or hereafter in force which purports to impose any duty on the Nominee as the holder of any Unit Trusts.
- 7.7 Nothing in this Agreement shall be deemed to create a partnership between the Nominee and the Investor nor an employee-employer relationship.
- 7.8 If any of these terms and conditions is held or deemed to be void or unenforceable, the other terms will remain full force and effect.
- 7.9 The agreement set out in these terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.

## **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:

1. 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.
2. 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.
3. 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 installments. If you fail to comply within the time prescribed, your units may be sold towards the settlement of your loan.
4. 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.

### **DESIGNATED AREA NOTICE**

Any information that falls outside the designated area of the electronic prospectus(es) and electronic supplementary prospectus(es)(if any) does not form part of the electronic prospectus(es) and electronic supplementary prospectus(es)(if any). The unit trust funds are offered solely on the basis of information contained in the electronic prospectus(es) and electronic supplementary prospectus(es) (if any).