

## Unit Trust – Terms & Conditions

27 July 2021

The terms and conditions governing the Investment Services (Unit Trust) to be provided by Malayan Banking Berhad and/or Maybank Islamic Berhad (hereinafter referred to as “Maybank”) are as follows:-

- 1) Status: I hereby declare that I have not been adjudicated a bankrupt person nor has there been any petition for bankruptcy(ies) filed against me or is there a judgment against me outstanding for more than thirty (30) days at the date herein.
- 2) Investments/Funds: I agree and understand that generally investments and/or the relevant funds are not bank deposits or obligations of, or guaranteed by Maybank or any of its affiliates or subsidiaries.
- 3) PIDM: I understand and acknowledge that unit trusts are NOT deposits and are not guaranteed by Perbadanan Insurans Deposit Malaysia (PIDM).
- 4) Risks: I understand and acknowledge that an investment in a relevant fund is subject to risks and may result in possible loss of the principal amount invested.
- 5) Judgement: All the investments made are based on my own independent judgment and at my own risk without any recommendation being made.
- 6) Information: Any information given by Maybank is for reference only. Maybank shall not be liable or responsible for the accuracy of the information so given unless Maybank is negligent or reckless in providing such information.
- 7) Independence: Nothing in Maybank’s materials (printed or digital) which contain information on relevant funds or investment reports may be construed by me as investment advice, as a recommendation and/or an opinion on the relevant fund or investment.
- 8) Performance: I agree and acknowledge that the past performance of any funds does not guarantee its future performance. The values of any fund or the income distribution from the relevant fund or investment are subject to risks, and if any is declared, may go down as well as up.
- 9) Custodian: I hereby authorize Maybank to appoint a nominee to perform custodial services for my investments and I acknowledge that the appointed nominee will act as a custodian (“the Custodian”) for my investment.
- 10) Distribution: Where the relevant funds declare income distribution (if any), I hereby authorize the Custodian to reinvest all the income distributions in the same funds unless otherwise specified in the prospectus of the respective funds.
- 11) Guaranteed/Protect Product: Where the relevant fund is stated to be a guaranteed/protected fund i.e. capital guaranteed/capital protected or as specified explicitly in the respective product prospectus, I duly understand that the capital protection/guaranteed feature is subject to investments being held until maturity. In the event of early redemption of units/investment before maturity date, I shall not be entitled to receive any benefits under the guaranteed/protected fund and the amount received by me for early redemption may be less than my initial investment due to market condition. In addition, I fully understand that I will be subject to redemption/exit fees stated in the relevant prospectus for the said fund where applicable.
- 12) Disclosure of data: I hereby permit and authorize Maybank to disclose my particulars and accounts with Maybank and particulars of my transactions with or through Maybank to such persons/entity as it thinks necessary, to facilitate my investments in Maybank only.

- 13) Prospectus: I understand that fund prospectus are issued by fund houses and not Maybank and Maybank cannot be held responsible for omission or errors in the same.
- 14) Acknowledgement: I declare to be in possession of the facts and contents or the prospectus of the relevant unit trust funds and agree to the same.
- 15) Fees: I hereby acknowledge that I am aware of the fees and charges involved in buying, redemption and switching (if any) units of which such information is available in the electronic prospectuses as well as hard copy which can be obtained at any Maybank branch.
- 16) Joint account: Under the joint investment account, I/we as the account/joint account holders and/or unit holders hereby agree to be bound by the terms and conditions set out herein and all transactions undertaken in relation to this joint account. All references to "I" in these terms and conditions shall apply jointly and severally to the joint account holders and in addition I/we hereby authorize the Custodian as follows:-
- a. in the event of death of any of us, the Custodian is authorized to pay the redemption proceeds of the units of the relevant funds, unit trusts or redemption proceeds or funds contained in any of our account(s) maintained in respect thereof to the survivor(s);
  - b. to honour and comply with any and all directions given by any one or more of us for which I/we shall be jointly and severally liable where such directions given are in relation to or are in connections with our (i) investments (ii) units of any funds or unit trust funds subscribed by me/us and held by the Custodian on my/our behalf (iii) whatsoever accounts opened by me/us in relation to the aforesaid investments and/or units (iv) mandate or instructions in relation to any matters arising from or in connection with the deed and/or the investment services provided pursuant to the terms and conditions herein.
- 17) Consent: I hereby give consent for Maybank to offer any of the Maybank's products and services that match my financial profile. This does not apply to any transactions that are conducted on non face to face platforms such as transaction online on Maybank2u.com.
- 18) Amendment: I understand and acknowledge that Maybank may at its absolute discretion amend the terms and conditions by giving me at least twenty one (21) days prior notice thereof [https://www.maybank2u.com.my/maybank2u/malaysia/en/personal/tnc/general\\_term\\_and\\_condition.page](https://www.maybank2u.com.my/maybank2u/malaysia/en/personal/tnc/general_term_and_condition.page)
- 19) Electronic prospectus – promotional materials: For any promotional materials, advertisement and other information material that fall outside of the electronic prospectus, I agree and acknowledge that it does not form part of the electronic prospectus.
- 20) IUTA: I am aware and understand that Maybank is an institutional unit trust advisor (IUTA) for the distribution of unit trust funds issued by a panel of Unit Trust Management Company (UTMC).
- 21) Supplementary prospectus - redemption: I am aware and understand that the redemption procedure would be the same as normal though a supplementary prospectus is issued. I am also aware that I may exercise my cooling-off right should a supplementary prospectus be issued within the cooling-off period.
- 22) Supplementary prospectus - withdrawal: I am aware that application for units in a unit trust cannot be withdrawn where a supplementary prospectus has been registered after the issuance or transfer of unit trusts to me. I am aware that transfer of units can only be performed at any Maybank branch in Malaysia.

- 23) Cooling Off Right: I am aware of my right as an individual investor who is investing with the respective UTMC for the first time to obtain a refund of my first time investment if I decide to reverse my investment decision within the cooling-off period which could have been unduly influenced by certain external elements or factors. This request can only be performed at any Maybank branch in Malaysia.
- 24) Electronic prospectus – acknowledgement: I hereby confirm that I have read and fully understood the contents of the electronic prospectus and supplementary prospectus (if any) governing the fund.
- 25) Terms and conditions: I undertake to observe the terms and conditions and to be bound by the provisions of the deed (as may be amended from time to time) constituting the relevant funds.
- 26) Source of funds: I declare that the funds allocated for this investment have been legally distributed and not through any activities which contravenes the laws in Malaysia or any other countries.
- 27) Accounts: I hereby authorise Maybank to debit such of my account(s) as shall be indicated by me for the purpose of purchase or subscription of unit trust fund(s) at any time and from time to time giving me prior notification and I hereby agree and undertake not to hold Maybank liable for any whatsoever loss or damage due to nil or insufficient funds in my account or any other reason that may cause Maybank in failing to honour the payment of debiting unless Maybank has been negligent and reckless. Any request to change the account number will have to be done at any Maybank branch in Malaysia.
- 28) Settlement: I am aware and hereby agree that Maybank shall only confirm the unit price of my purchase or subscription of any unit trust for a local fund one (1) business day (T+1 day) after the date of my instruction and in respect of my purchase or subscription of any unit trust for an offshore fund I am aware and hereby agree that Maybank shall only confirm the unit price of my purchase or subscription two (2) business days (T+2) after the date of my instruction unless otherwise stated. The said confirmations by Maybank of the unit price of my purchase or subscription of any unit trust whether for local or offshore funds shall be conclusive and fully binding on me and shall not be subject to any dispute or disagreement whatsoever by me.
- 29) Transaction History: I am aware that my subscription, redemption or switching price per unit via Maybank2u can be viewed online in “View Transaction History” three (3) working days after performing the transaction.
- 30) EPF Plan: I am aware that a unit trust investment via an account opening with UTMC or via Employee’s Provident Fund (EPF) withdrawal is/are not available for viewing on Maybank2u as these are non-nominee transactions where the transaction details are maintained with the UTMC.
- 31) Regular Saving Plan: Where applicable, I hereby authorize the Custodian to debit my saving/current account for the Regular Saving Plan unit trust investment with immediate notice to me and I undertake to ensure that sufficient funds are kept in my account to meet the payment for Regular Saving Plan.
- 32) Cut-off time: Transactions performed after the unit trust fund cut-off time will be executed on the next business day unless otherwise stated.
- 33) Laws: This terms and conditions are governed by the laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.
- 34) Important Notice / Warning: I understand and acknowledge that the issuer of the unit trust has set certain minimum qualifying criteria for its investors and as such, it is my responsibility to ensure that I have satisfied such minimum qualifying criteria before I decide to invest.

**Pre-Qualification Declaration**

Only sophisticated investors may invest in a Wholesale Fund in accordance with the Guidelines on Unlisted Capital Market Products under the Lodge and Launch Framework ("LOLA") and a "sophisticated investor" includes a 'High-net worth individual', defined as an individual:

- (a) whose total net personal assets, or total net joint assets with his or her spouse, exceeding three million ringgit or its equivalent in foreign currencies, excluding the value of the individual's primary residence;
- (b) who has a gross annual income exceeding three hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months;
- (c) who jointly with his or her spouse, has a gross annual income exceeding four hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months; or
- (d) whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse, in any capital market products exceeding one million ringgit or its equivalent in foreign currencies.

**Unit Trust Loan Financing Risk Disclosure Statement**

Investing in a unit trust fund with borrowed money is more risky than investing with your own saving.

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: -

- (i) The higher the margin of financing (that is, the amount of money you borrow for every Ringgit of your own money that you put in as deposit or down payment) the greater the potential for losses as well as gains.
- (ii) 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.