

IMPORTANT NOTICE:

CUSTOMERS ARE ADVISED TO READ AND UNDERSTAND THE TERMS AND CONDITIONS AVAILABLE AT BANK ISLAM WEBSITE WWW.BANKISLAM.COM BEFORE AGREEING TO SUBSCRIBE FOR ANY PRODUCTS OR SERVICES AND/OR PARTICIPATING IN ANY OF BANK ISLAM CAMPAIGNS AND PROMOTIONS.

PRODUCT SUBJECT TO THIS GENERIC TERMS & CONDITIONS ("THIS TERMS AND CONDITIONS") ARE AS FOLLOWS:

1. Unit Trust Scheme (UTS)
2. Wholesale Funds

A GENERIC TERMS & CONDITIONS

1.0 DEFINITION

In this Terms and Conditions, unless otherwise provided, the following words shall have the meaning as set out below:

"Account" means the Unit Trust Scheme and Wholesale Fund account opened and maintained with Bank Islam for transactions in Unit Trust and Wholesale Fund.

"Authorised signatory" means a person (whether alone or jointly with any other person or persons) authorised by Customer to give instructions and / or to operate the Account.

"Bank Islam" or "Bank" means Bank Islam Malaysia Berhad (Company No. 198301002944 (98127-X)) a company incorporated in Malaysia with its registered address at Level 32, Menara Bank Islam, 22 Jalan Perak, 50450 Kuala Lumpur.

"Business Day" means a day on which the Bank is opened and / or maintained in the state where the

place of business of the Bank is located for transaction of business of the nature required or contemplated by this Terms and Conditions.

"Customer" means an account holder of the Account, whether singly or jointly, and shall include their respective personal representatives, successors-in-title and permitted assigns.

"Dealings" means the term used to describe the purchase and sales of units in a unit trust services by an investor through the Manager of the unit trust services. Most unit trusts can be dealt in daily, i.e., each Business Day.

"EPF" means the Employees Provident Fund, a fund established pursuant to the Employees Provident Fund Act 1991 (as amended and supplemented from time to time).

"EPF Board" means the Employees Provident Fund Board which manages the EPF.

“EPF Scheme” means the EPF scheme allowing members to withdraw EPF funds to subscribe Investments in the Funds approved by the EPF Board.

“EPF Regulations” means EPF’s conditions, procedures, or regulations for withdrawing funds under the EPF Scheme.

“Event of Default” means wherever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):-

1. Default in its obligation by Manager and Trustee;
2. Termination of the Funds;
3. Removal, Replacement and Retirement of the Manager;
4. Removal, Replacement and Retirement of the Trustee.

“FATCA” means FATCA is a US law and regulation to improve tax compliance on US Persons, their foreign financial assets, and offshore accounts. Under FATCA, US Persons with specified foreign financial assets that exceed certain thresholds must be reported to the IRS. FATCA comes into effect on 1 July 2014. Under Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS), Bank Islam is required to collect and report certain information to the local tax authority on the status of the Customer.

“Fund” means any unit trust, mutual funds, wholesale funds or other collective investment schemes approved by the relevant authorities for offering to the public in Malaysia for subscriptions and which are distributed by or made available through Bank Islam. This fund is governed by respective Trust Deed.

“Fund Documents” means the prospectus / information memorandum, Product Highlights

Sheet, explanatory memoranda, annual reports and accounts and other promotional and advertising material, publications and statistical information and other publications and materials issued by the Fund or relating to any Unit Trust.

“Fund manager” means an organisation or individual (or group of individuals) responsible for the investment management of the assets of a UTS. A UTMC may internalise its funds management by appointing its own staff to act as fund manager, utilise the services of a fund manager within another part of the corporate group of which it forms part, or appoint an external fund manager operating independently of the UTMC.

“Governing Law” means all applicable laws (including but not limited to the Islamic Financial Services Act 2013, the Securities Commission Act 1993, the Capital Market and Services Act 2007, and the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001), regulations, codes, guidelines, practice notes, guidance notes and requirements issued from time to time by the Securities Commission Malaysia, Federation Investment Managers of Malaysia (FiMM) and other relevant authorities, whether statutory, governmental, regulatory or otherwise, and “Laws or Regulations” shall be construed accordingly.

“Instructions” means any request, applications for the opening of Account, authorisation or instructions in whatever form, substance and manner made to Bank Islam by the Customer in relation to the Account and the Unit Trust Services.

“Losses” means costs (including legal costs), expenses, disbursements, liabilities, obligations, penalties, claims, demands, actions, proceedings judgements, suits, losses, and damages of any kind.

“Manager” means the Unit Trust Management Company (UTMC) managing the Fund.

“Net Asset Value (NAV)” means the value of the underlying investments held in the portfolio of a UTS (based on quoted last sale or mid-market prices), together with other assets, less liabilities. When divided by the number of units in circulation, the result is the NAV of the UTS per unit (quoted in ringgit). It is the starting point in the determination of unit selling and repurchase prices.

“Nominee” means the Bank, or such other nominee as may be nominated by the Bank from time to time or at any time to be registered as the holder of the Investments.

“Personal Data” means any information that relates directly or indirectly to an individuals, which for the purpose of these Terms and Conditions may include, but is not limited to, name, address, occupation, contact details, information captured on security systems (including an image recording on Closed Circuit Television (CCTV)), information contained in the Account held by the Customer either singly or jointly with any other person, the type of products and / or services that the Customer have subscribed to with Bank Islam and such other necessary data regarding the Customer and its transactions with Bank Islam.

“Personnel” means Bank Islam’s directors, officers, employees, servants, and agents.

“Second applicant” is the second name person (individual) on the Unit Trust forms.

“Settlement Account” means the account maintained with Bank Islam or any other licensed financial institution in Malaysia which the Customer designate in Transaction form for crediting the redemption proceeds, maturity proceeds, and cash dividend payouts issued in relation to the Fund.

“Statement” includes a Statement of Account, or a contract note, confirmation notice or advice for Unit Trust Services, or where applicable, any similar document.

“Statement of Account” means the physical copy of the statement that Bank Islam will issue to the Customer every month or upon Customer’s request showing the number of Unit Trust in the Account, the price per unit of Unit Trust and the market valuation of the Unit Trust.

“Term and Conditions” means these Term and Conditions governing Unit Trust Services (including any variation or addition here to as Bank Islam may prescribe from time to time).

“Transaction Request” referring to subscriptions, switching, transfer or cancellation of Unit Trust.

“Trustee” means an organisation (such as a subsidiary of a bank or other financial institution) approved by the Securities Commission (“SC”) to act on behalf of unit holders in a UTS. The role of the trustee is to ensure that the UTMCM adheres to the conditions laid down in the trust deed (and securities laws and regulations) and to protect unit holders’ interests. The trustee holds the assets of a UTS in its own name or under its control through a custodian.

“Trust Deed” means the legal document executed between the trustee of a UTS and the UTMCM, which lays down the framework within which all the parties, including the unit holders, must operate. It specifies in detail how the UTS is to operate and be managed and how fees are to be charged.

“Unit” means a single interest in a Unit Trust Services. Each unit in a Unit Trust Services is equivalent to any other unit (especially in value) and has the same rights and entitlements, e.g., to vote and to share in the income and capital of the Unit Trust Services. In many respects, but not all, similar to a share in a limited liability company.

“Unit Trust” has the same meaning as the expression “unit trust scheme” in the Capital Markets and Services Act 2007.

“Unit Trust Services” means any services offered, granted, or made available by the Bank to the

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Customer, in relation to the Unit Trust Account and Wholesale Fund Account.

"US" means United States of America.

'US Person(s)' means in scope of FATCA reporting can include any US individual e.g. US citizen, resident or green card holder etc and/or US entity (e.g. US corporation, partnership, etc).

"UTMC" means the Unit Trust management company managing the Fund and is used interchangeably with the Manager.

"Wholesale Fund" means a unit trust scheme established where the units are to be issued, offered for subscription or purchase, or for which invitations to subscribe for or purchase the units are to be made, exclusively to sophisticated investors and any other person as may be determined by the SC.

2.0 TERMS AND CONDITIONS

These Terms and Conditions will govern the Unit Trust Services Bank Islam provided to the Customer. By opening, maintaining, and using the Account, Customer agrees to be bound by this Terms and Conditions.

3.0 OPENING OF ACCOUNT AND ACCOUNT ELIGIBILITY

3.1 Prior to using the Unit Trust Services:

- a) The Customer must open and maintain a Unit Trust Account with Bank Islam by completing Master Account Opening Form.
- b) Customer are encouraged to open and maintain Bank Islam account which the Customer will designate as the settlement account to facilitate payment in relation to the Unit Trust and / or Unit Trust Services which shall include but not limited to subscription,

dividend payment, redemption, fees, and charges. However, Customer may designate other account maintained with other licenced financial institutions in Malaysia.

- 3.2 If the Customer is an individual, the Customer must be aged eighteen (18) years and above on the application date to be eligible to open an Account.
- 3.3 Where an applicant is less than 18 years old, he/she can register as Second Applicant (joint application section in Master Account Opening Form) with the parents or legal guardians to invest for or on behalf of him/her.
- 3.4 Corporate Applicant - Any corporations, Statutory Bodies, Institutions or Associations may apply for Units.
- 3.5 Bank Islam reserves the right to decline any Account application and Bank may disclose the reason for declining subject to any restriction under any written law.

4.0 MANDATE / INSTRUCTIONS

- 4.1 Operating mandate to operate or use the Account:
 - a) The Customer must give Bank Islam all information about him/herself and the Authorised Signatory in the master opening account form
 - b) The Customer must give Bank Islam the mandate / authority in the form prescribed by Bank Islam or the documents provided by customer to operate the Account if the Customer have more than one Authorised Signatory and if the Account is a joint account.
- 4.2 Change of operating mandate:
 - a) The Customer must notify Bank Islam promptly in writing of any change or

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- variation in the operating mandate or when the Customer wants to change signature or Authorised Signatory's signature; and
- b) Bank Islam shall be entitled to a reasonable period of time (of not more than seven (7) Business Days from receipt) to process such notification of change. Bank Islam may, upon assessment, act on any Instructions signed by the Customer before Bank Islam process such notification of change.
- 4.3 Instructions:**
- a) Unless stated otherwise in these Terms and Conditions, all instructions given by the Customer, or any Authorised Signatory are irrevocable and binding on the Customer.
- b) Bank Islam shall be entitled to refuse to accept or act on any Instructions, whether for a transaction or any matter relating to the Account and / or the Unit Trust Services, if:
- i) Bank Islam are unable to verify Customer's identity or the identity of any Authorised Signatory to the Bank's satisfaction.
- ii) Bank Islam have any doubt on the authenticity, clarity or completeness of the Instructions.
- iii) The form or content of such Instructions is not in accordance with the requirements or policies or practices as Bank Islam prescribed from time to time.
- iv) The Instructions is not in accordance with the mandate(s) for the time being in effect in respect of the operation of such Account.
- v) The signature on the Instructions differs from the specimen signature in Bank Islam records.
- vi) An Event of Default has occurred or is continuing.
- 4.5** On the death, mental incapacity, bankruptcy or dissolution of any Account holder, Bank Islam may freeze or suspend the Account and the Unit Trust Services without being liable to the Customer until Bank Islam receive to Bank Islam satisfaction evidence of the person(s) who have the legal authority to operate the Account and deal with the Unit Trust.
- 4.6** The Customer acknowledges that Bank Islam may implement any security procedures and features from time to time to verify Customer identity and the Instructions which have been provided by the Customer to Bank Islam. Without prejudice to the foregoing, Bank Islam has the right to request for confirmation of any Instructions from the Customer.
- 4.7** Standing instructions.
- Any payment or transfer of funds to be made or effected pursuant any standing instructions given to Bank Islam shall be subjected to adequacy of balances in the Customer's account.
- 5.0 JOINT ACCOUNT HOLDERS**
- The following terms and conditions shall apply to a joint account.
- 5.1** a) The liability of the joint account holder to Bank Islam shall be joint and several.
- b) Bankruptcy
- In the event of bankruptcy one of the joint account holders, Bank Islam is authorized to freeze the joint account and seek further instruction from Malaysian Department of Insolvency (Mdl). Subject to instruction received from Mdl, Bank Islam shall close and remit all fund or property of the

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bankrupt person to Mdl. Such release shall constitute a valid discharged by Bank Islam of the amount in the account without any liability to the solvent account holders.

c) Demise

In the event of demise one of the joint account holders, Bank Islam is authorized to close the joint account and release the remaining balance in the joint account to the surviving account holders as trustee. Such release shall constitute a valid discharged by Bank Islam of the amount in the account without any liability to the account holders or heirs of the joint account holders.

5.2 If any instructions from joint account holders are ambiguous or Bank Islam receives conflicting instructions, Bank Islam reserves the right not to act upon any instructions until the conflict has been resolved to Bank Islam's satisfaction, without any liability to the joint account holders.

5.3 Any amendment to this mandate shall require the signatures of the joint account holders. Any request to close the account will be treated as valid and acceptable by Bank Islam if it is signed by all the joint account holders.

5.4 In the case of death of joint holders, the other unit holder(s) will be the only person recognised by the Managers and The Trustees as having any title to or interest in such units

5.5 In the case of joint holders correspondences and payment relating to the units will be sent to the unit holder who is first named on the register of Bank Islam.

6.0 PARTNERSHIP ACCOUNT

The following terms and conditions shall apply to partnership account in all products:

- a) The liability of the joint account holder to Bank Islam shall be joint and several.
- b) If the partnership is dissolved, the remaining balance in the account shall be distributed based on the partnership agreement or the court's order.
- c) Any instruction issued pertaining to the operation of the partnership account shall remain enforceable until it is revoked in writing without taking into consideration any amendments made to the constitution or the firm's name and it is applicable without taking into consideration of the firm's membership affected by the death of the partner, bankruptcy, and retirement or with the entry of the new partner.
- d) If any instructions from any partners and/or the authorised signatories of the partnership account is ambiguous or Bank Islam receives conflicting Instructions, Bank Islam reserves the right not to act based upon any of the Instructions until the conflict has been resolved up to Bank Islam's satisfaction, without any liability to the partnership account, the partners and/or Authorised signatories of the partnership account; and
- e) Any amendment to the mandate would require agreement and signature from all partners. Any request to close the account will be considered valid and acceptable by Bank Islam if it is agreed and signed by all partners.

7.0 REPRESENTATIONS AND WARRANTIES

Bank Islam's acceptance of the Customer application for the opening of the Account and the provision of the Unit Trust Services are in reliance of Customer's presentations and

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warranties, all of which shall be complied with in all respects throughout the duration of the maintenance of the Account:

- a) The Customer have full capacity and authority to open, maintain and operate the Accounts and the Unit Trust Customer currently have or may in future have with Bank Islam and to give Bank Islam Instructions in connection with the Account and Unit Trust Services and to accept and agree to these Terms and Conditions.
- b) No person other than the Customer have an interest in the Account and / or Unit Trust.
- c) The Customer have not created any lien, charge, pledge, transfer, assignment or otherwise encumber the monies in the Account.
- d) That Customer has not committed any act of bankruptcy and that no bankruptcy proceedings have been commenced or are being threatened against the Customer.
- e) That no Event of Default has occurred or is continuing.
- f) That Customer is not in default under any agreement and no litigation, arbitration or administrative proceedings are presently current or threatened which might materially affect the Customer's solvency or otherwise impair or affect the Customer's ability to perform Customer's obligations under these Terms and Conditions.
- g) No violation of any provision of any law, court orders and judgement has been committed by the Customer.
- h) That all documents, particulars, and declarations furnished by the Customer in respect of Customer's application for the

Account and the Unit Trust Services are accurate and correct in all respects.

- i) The Customer declares and undertakes to Bank Islam that the opening of the Account and / or the Unit Trust and the processing of any transactions or instructions in relation to the Account and / or Unit Trust will not be causing Bank Islam to breach any laws or sanctions in Malaysia or any other country.
- j) That the Customer is not involved in any illegal activities and all monies provided to Bank Islam are not derived in any way from illegal activities.
- k) The Customer understands that information and explanations related to the Terms and Conditions of and Unit Trust and / or the Fund Documents will not be considered investment advice or a recommendation to subscribe for the Unit Trust.
- l) That Customer accepts that the Unit Trust are subject to investment risks, including possible loss of the principal amount invested and the Customer is fully aware of the risks involved in investing in the Unit Trust. Customer is advice to read and understand the content of the Prospectus before investing. Customer can obtain the up-to-date version of the Fund Documents available from the relevant Manager website as of the date of any transaction.
- m) That the Customer is not a US Person.

The Customer representations and warranties contained in these Terms and Conditions shall survive so long as the Customer maintains the Account with Bank Islam.

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8.0 ANTI MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

8.1 In order to comply with local Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLATFPUA"), or foreign AML/CFT Law and/or other applicable laws, regulations, voluntary codes, directives, judgements or court orders, and any authorities, regulators or enforcement agencies, policies, good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agencies, exchange bodies, Bank Islam may:

- a) Be prohibited from entering or concluding transactions involving certain persons or entities (e.g., person or entity that is itself sanctioned or is connected to or dealing with (directly or indirectly) any person or entity that is sanctioned under economic and trade sanctions imposed by any regulator in any jurisdiction.
- b) Report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which Bank Islam may need or decide to disclose. Transactions impacted include those that may:
 - i) Involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act; or
 - ii) Be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or

iii) Involve persons or entities which may be the subject of sanctions.

- c) Intercept and investigate any payment messages and other information or communications sent to or by the Customer or on behalf of the Customer and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information.
- d) Take any action it believes to be necessary, which includes freezing of funds, preventing operation of an Account, refusing a request for funds from the Customer, not allowing Customer to use a product, or delaying or cancelling a transaction. Bank Islam does not require to notify the Customer until a reasonable time after it is permitted to do so under those law or policies. Bank Islam will not be liable for any loss arising out of any action taken or any delay or failure by Bank Islam, in performing any of its duties or other obligations.
- e) Not to accept any deposit (in cash or cheques) allow or carry out any withdrawals of money including but not limited to any transfers and telegraphic transfer of moneys from or to Customer's account if Bank Islam has a reason to believe or is made aware of by third parties or relevant authorities that the Customer's account is being used for or implicated in fraud, potential fraud, financial crimes, illegal activities, soliciting illegal financial investment schemes, money laundering or terrorism financing activities. Bank Islam reserves the right to close, freeze or otherwise deal with the Customer's account as necessary to the extent permitted by law.

8.2 Anti-Money laundering statement

The Customer is the underlying principal of the Account (where applicable):

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- a) No person other than the Customer shall have any interest in the Account (where applicable); and all monies paid to the Manager from time to time shall come from a legitimate (and not an illegal) source; and
- b) The Customer agrees to provide all information and documents to verify the Customer's identity and to do all acts whatsoever to assist/enable the Manager to comply with all relevant laws, regulations, and rules with regards to anti-money laundering and Counter Financing of Terrorism (AML/CFT) and Customer Due Diligence policy.
- c) The Customer agrees that the Manager shall not be liable for any reason whatsoever and the Customer agrees to indemnify the Manager for any losses whatsoever as a result or in connection with any delay or failure to process any application or transaction if such documents requested by the Manager have not been promptly provided by the Customer to the Manager.
- d) The Manager reserves the right to terminate all relationship(s) with the Customer if any documents requested by the Manager are not received within 10 business days and/or if the customer is found to have breached and/or not in compliant with any laws, regulations and rules on anti-money laundering and Counter Financing of Terrorism (AML/CFT) and Customer Due Diligence policy.
- e) In the event of termination, units will be redeemed at the closing NAV price at the end of that Business Day.

9.0 ANTI BRIBERY AND CORRUPTION

- 9.1 The Customer shall not commit, authorize, or permit any action directly or indirectly, that violate any applicable anti-corruption or anti-bribery laws or regulations particularly on Part IV of Malaysian Anti-Corruption Commission Act 2009 (Amendment 2018) regarding Section 16(a) and (b), Section 17(a) and (b), Section 18 and Section 23 as well as Section 17A. This obligation applies to illegitimate payments to government officials, representatives of public authorities, including state-owned or state-controlled commercial entities, or their associates, families or close friends.
- 9.2 The Customer shall promptly notify Bank Islam and/or whistle blow at specific whistleblowing channel(s) if the Customer becomes aware of, reasonably to believe or suspects any corruption relating to the negotiation, conclusion, or the performance of the Unit Trust Services.
- 9.3 If the Customer breaches Clause 9.1 of these Terms and Conditions, Bank Islam may immediately terminate these Terms and Conditions without liability.

10.0 INFORMATION ON FUNDS

- 10.1 When the Customer requests to subscribe into any Unit Trust, Bank Islam will give the Customer the most recently published editions of the Fund Documents available to Bank Islam in respect of the Unit Trust.
- 10.2 Subsequently, if additional Fund Documents in respect of the Unit Trust are issued, Bank Islam may, at Customer's request, make available such Fund Documents for inspection or collection at any of the Bank's designated branches. The fund documents will be made available in the Manager's website.

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- 10.3 The Fund Documents may include:
- i) Materials produced and provided to Bank Islam by the relevant Funds and / or
 - ii) Statistical information on past performances of the relevant Unit Trust.
- 10.4
- a) The Customer acknowledges that the Funds are subject to investment and market risk, including possible loss of the principal amount invested.
 - b) The Customer acknowledges that the Funds are not bank deposits and are not endorsed or guaranteed by and do not constitute obligations of the Bank or any of its affiliates.
 - c) The Customer represents and warrants that he understands and is fully aware of the risks involved in investing in units and in the Fund and the Customer will obtain from either the Bank or the relevant Manager the up-to-date versions of the prospectus/information memorandum or any materials supplied by the relevant Manager that might exist on the date of the transaction and the date of the Instructions given by the Customer to the Bank.
 - d) The Customer acknowledges and agrees that the Bank shall have no liability or responsibility whatsoever to the Customer for any errors, misstatement or omission in any prospectus/information memorandum or materials prepared by or issued by any Manager.
- 10.5 The Customer acknowledges and agrees that Customer's investment in the Fund(s) is made only on the basis of the information contained in the relevant Fund Documents. All other information or representation must be regarded as unauthorised and must not be relied on.
- 10.6 a) The past performance of any Fund is not a guarantee of its future performance and the value of any Fund or the dividends from them, if any is declared, may go down as well as up.
- b) The Customer may seek independent financial or professional advice with respect to any dealing in units or Funds or investments or investment opportunities.
- c) The Customer acknowledges that any dealings in the Fund or investment is solely and exclusively at the Customer's own risk based on the Customer's own judgement and after the Customer's own independent appraisal and investigation into the risks associated with such dealings or otherwise.
- d) Nothing in the Bank's brochures, marketing materials or investment reports will be construed as investment advice or recommendation or opinion on the relevant Fund or investment.
- 10.7 The Customer agrees that the Bank is under no obligation whatsoever to the Customer for any payment of returns including but not limited to the principal sum and the Customer has no resource against the Bank in any event whatsoever for any payment of return on the Funds.
- 10.8 The Customer further acknowledges and agrees that Bank Islam will not be responsible or liable to the Customer for:
- i) Any losses which Customer may suffer on incur in connection with any transactions entered or steps taken or failed to be taken by the Customer in reliance of the Fund Documents; and
 - ii) for any error, misstatement or omission in any Fund Documents which are

prepared by third party or in reliance of information given by third party.

10.9 The Customer acknowledges that all Unit Trust shall be issued, distributed, redeemed, switched, transferred, and cancelled (if applicable) pursuant to the provisions of the trust deed constituting the relevant Fund (including any supplemental trust deed issued by the Fund) ("Trust Deed") and undertakes to be bound by the Trust Deed. The Bank shall be entitled to receive and to act, or procure the Nominee to act, upon any advice of counsel and shall be without liability for any action taken or thing done in good faith in reliance upon such advice.

10.10 The Customer acknowledges that the Bank merely act as a third-party distributor for Funds, which are managed by the respective Manager. The Bank has entered an arrangement with an Unit Trust Services platform for the purpose of on boarding various Funds in Malaysia. The Customer agrees that the Bank shall have no liability or responsibility whatsoever to the Customer for any act, omission, failure or negligence of the Unit Trust Services platform or the Manager.

10.11. The Customer as an investor agrees to be a party to the trust deed by completing and signing an application form for units in the UTS.

11.0 SUBSCRIPTION, HOLDING, SWITCHING, TRANSFER AND REDEMPTION OF UNIT TRUST

11.1 To send requests for the subscription, switching, redemption, transfer, or cancellation using the Unit Trust Services, the Customer must instruct Bank Islam by completing and submitting the Unit Trust investment form and / or such other forms as may be prescribed by Bank Islam.

11.2 a) The Customer must consider every investment in Unit Trust. The Customer should not solely rely on any communication from Bank Islam as investment advice or as a recommendation to enter a transaction.

b) The Customer is to make an independent decision to subscribe to the Unit Trust. Customers should rely on their own evaluation to assess the merits and risks of the investment. In considering the investment, customers who are in doubt as to the action to be taken should consult their professional advisers immediately.

c) Customers are also advised that the unit trusts offered are solely on the basis of the information contained in the Prospectuses/Information Memorandum and no other material other than Prospectuses/Information Memorandum.

d) Any other material outside the designated area of the Prospectus/Information Memorandum does not form part of the Prospectuses/Information Memorandum.

11.3 Bank Islam act on behalf of the Customer in placing transaction requests for the subscription, switching, redemption, transfer or cancellation of Unit Trust with the Fund upon receipt of a duly completed Unit Trust Investment Transaction Form and / or such other forms as may be prescribed by Bank Islam from time to time and payment from the Customer with sufficient fund in the Customer's Account or acting on any of Customer's other instructions in relation to the Unit Trust. The Customer expressly authorises the Bank to debit the Customer's Account with such monies as may be required to purchase the investments.

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- 11.4 If Bank Islam receives instruction from Customer at least two (2) hours before the cut-off time for a Fund, the transaction request will be based on the end of Business Day's price. If instruction is received after that, the transaction request 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.
- 11.5 Bank Islam may, upon assessment, choose not to accept Customer's application in respect of the subscription of any Investment Unit Trust from the Customer.
- 11.6 The transaction request that Bank Islam submit for the Customer in accordance with Customer Instructions shall be made in Bank Islam name. Any contract notes, transaction or confirmation statements issued by the Fund in respect of the Unit Trust will be delivered directly to Bank Islam, and any Unit Trust allocated by the Fund pursuant to the transaction request is to be held by Bank Islam for Customer's behalf, and if necessary registered in Bank Islam's name, on Customer's behalf.
- 11.7 The Customer acknowledges and agrees that:
- a) The Bank places the transaction request on behalf of the customer to the Manager
 - b) The Manager will issue and register the relevant units based on the transaction request received.
 - c) The units issued will be based on the amount paid net of any fees and charges or expenses incurred (if any) in connection with the transaction request.
 - d) The units will be registered in the name of the Nominee as specified in clause 22
 - e) The Manager has the right to reject Customer's application submitted by the
- Bank if the Fund has been fully subscribed;
- f) the Bank is not liable for any action or rejection on the part of the Manager in respect of any such transaction request.
 - g) Bank Islam will not be responsible or liable: -
 - 1) For ensuring the Manager issue the units; or
 - 2) Any losses (including any loss of investment opportunity) which the Customer may suffer or incur as a result of any refusal to accept or delay in accepting such transaction request or issuance of units by the Manager.
 - h) That Bank Islam's responsibility is solely to carry out the Instructions given by the Customer to Bank Islam subject to these Terms and Conditions.
- 11.8 For the purpose of placement of transaction request with the Manager: -
- a) The Bank may aggregate and consolidate Customer's applications for the subscription, switching, transfer or cancellation of Unit Trust with other applications received from other customers (if any) for submission to the Manager.
 - b) The Bank on best effort basis will place the transaction requests on aggregated or consolidated basis with the relevant Manager on the same Business Day if the payment for the investments or subscriptions is received in transferable cleared funds at least two (2) hours before the Fund's cut-off time on the same day; but
 - c) If such order or request is not or cannot be carried out on the same Business Day

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- for any reason the Bank shall be entitled to place or carry out such placement of transaction 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 the Customer.
- 11.9 All Instructions given by the Customer in respect of the Unit Trust Services are irrevocable and binding on the Customer unless Bank Islam give the Customer a cooling-off period. In the event a cooling-off period is provided, the revocation of an Instruction must be received by Bank Islam before the cut-off time of the last Business Day of the cooling-off period.
- 11.10 The Customer will only be given a cooling-off period if the Customer is investing for the first time in any Unit Trust using the Unit Trust Services and such cooling-off period shall only be available to the Customer once. For the avoidance of doubt, the cooling-off period is not applicable for any subsequent subscription of Unit Trust made by the Customer. The cooling-off period is a period **of six (6) Business Days** from the date Bank Islam receive the Transaction Form from the Customer.
- 11.11 If the investment in the Fund is cooled-off, the Customer will receive the refund of the investment amount and service charge paid.
- 11.12 Pursuant to the cooling off right exercise, the Manager will refund the sum of the price of a unit (i.e. original price on the day the units were purchased or market price at the point of exercise of the cooling-off right, whichever is lower) and the sales charge imposed (and any applicable taxes and/or duties, if any) on the day the units were purchased 11.13.
- 11.13 Where the market price is higher than the original price paid by the Customer, the Manager may agree to pay the Customer the excess amount, provided that such amount is not paid out of the Fund or the assets of the Fund.
- 11.14 Bank Islam will not be liable for any delay in carrying out a request in relation to a Unit Trust due to a breakdown or failure to transmission or communication infrastructure, or for any other cause beyond Bank Islam's control except the delay due to Bank's misconduct, negligence and fraud.
- 11.15 The Customer shall only be entitled to any Unit Trust upon the issuance of an order confirmation or statement by Bank Islam to the Customer, confirming the subscription of the Unit Trust.
- 11.16 The Customer shall instruct Bank Islam, in the form Bank Islam may prescribe, the Settlement Account in which Bank Islam will credit all payments due from Bank Islam to the Customer under these Terms and Conditions, including but not limited to payments due to the Customer in respect of the proceeds, income or other payment in cash received by Bank Islam on Customer behalf for the subscription, switching, redemption, transfer or cancellation of the Unit Trust.
- 11.17 For the avoidance of doubt, all payment in cash to be made by Bank Islam to the Customer under these Terms and Conditions shall, unless provided otherwise in under these Terms and Conditions, be net of all fees (including any Interbank GIRO ("IBG") fees, if the Settlement Account is not maintained with Bank Islam), charges, costs and expenses imposed or incurred by Bank Islam in respect of the Unit Trust made using our Unit Trust Services.

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- 11.18 Unless the Customer provides Bank Islam with specific instructions not to reinvest any dividends declared by any relevant Fund, such dividends shall, provided it is permitted by the terms of the Fund, be reinvested at the predetermined value of the Unit Trust set by the Fund or the net asset value of the Unit Trust on the day the dividends are officially paid, whichever applicable.
- 11.19 In the event the Customer instructs Bank Islam to switch Customer's Unit Trust, Bank Islam will only subscribe for Unit Trust required by the Customer after the confirmation and completion of the redemption of the relevant existing Unit Trust which are being switched.
- 11.20 The transfer of any Unit Trust shall be subjected to Bank Islam prior approval and such terms as Bank Islam may specify, including these Terms and Conditions and the terms set out in the transfer form and the full discharge of all Customer's liabilities under these Terms and Conditions including any outstanding fees and expenses.
- 11.21 If, at any time and for any reason any Fund instructs Bank Islam, as registered holder of any Unit Trust, to divest, transfer, or otherwise redeem of any Unit Trust in accordance with the terms and conditions governing the operation of any Unit Trust, Bank Islam shall promptly seek the Customer's Instructions as to how the Customer wish to proceed. If Bank Islam do not receive Customer's Instructions within the time specified for the receipt of Customer's Instructions and / or the Customer fails to agree on a satisfactory course of action with the relevant Fund within any time period specified for this purpose, Bank Islam shall redeem, or procure to redeem the relevant Unit Trust and pay the proceeds to the Customer in the following manner: -
- a) If the proceeds are in the form of money, the proceeds shall be paid to Customer's Settlement Account.
 - b) If the proceeds are in the form of Unit Trust in another Fund, such Unit Trust shall be credited into the Account.
- 11.22 Bank Islam only provides Unit Trust Services set out in these Terms and Conditions for any Unit Trust that is registered under Bank Islam.
- 11.23 The issues prices and the redemption prices are determined by the Fund in accordance with the prescribed prospectus on the Business Day. Any price or value given by Bank Islam in respect of any Unit Trust is indicative only and will not be final and binding unless Bank Islam confirm in writing that it does.
- 11.24 Notwithstanding anything in these Terms and Conditions, Bank Islam shall have the right to sell, liquidate or redeem of the Unit Trust at any time at such price and on such terms as Bank Islam think fit, if the Customer fails to comply with any Applicable Laws and Regulations including but not limited to the Bank Negara Malaysia's Foreign Exchange Administration Rules and to notify the Customer on the abovementioned with prior notification to customers in the manners as per clause 24.0.
- 12.0 PURCHASING AND REDEEMING UNIT TRUST THROUGH THE EPF MEMBERS INVESTMENT SCHEME ("MIS")**
- 12.1 Bank Islam act as Customer's agent for and on behalf of Customer in placing transaction requests for the holding, subscription,

- switching, redemption, transfer, or cancellation of Unit Trust under the Members Investment Scheme (MIS) with the Manager (appointed by EPF) upon receipt of duly completed Unit Trust Investment Action Form and any forms required by the relevant Fund and EPF.
- 12.2 The Customer acknowledges and agrees that
- a) The Manager will issue and register the relevant units based on the transaction request received subject to EPF approval
 - b) The units issued will be based on the amount paid net of any fees and charges or expenses incurred (if any) in connection with the transaction request.
 - c) The units will be registered under the Manager.
 - d) Any transaction or confirmation statement issued will be directly delivered by the Manager
 - e) For transaction request under the EPF Investment Scheme, Bank Islam is responsible for delivering the required forms on behalf of the customer to the relevant Manager as this is a non-nominee transaction where transaction details are maintained with the manager.
 - f) The Manager is responsible in submitting the customer application to EPF for approval. The approval and conditions for the subscription or redemption of any Unit Trust through the EPF Scheme is subject to the Regulations, and any conditions imposed by the Fund and EPF.
- 12.3 Bank Islam shall not be responsible or liable for any Losses that Customer's experience as a result of any delay in or failure to submit the forms required by the relevant Fund and EPF to them due to a breakdown or failure to transmission infrastructure, or for any other cause beyond Bank Islam's control except if the delay or failure is due to Bank's negligence, misconduct and fraud.
- 12.4 Subject to the provisions in Clause 12, the provisions in Clause 11 above shall, in so far as they are applicable to Unit Trust under the EPF Investment Scheme, apply to any application for subscription, switching, redemption, transfer or cancellation of Unit Trust by the Customer under the EPF Investment Scheme which is made through Bank Islam Unit Trust Services.
- 13.0 FEES, CHARGES, COSTS AND EXPENSES**
- 13.1 a) In using the Unit Trust Services, the Customer expressly acknowledges that he is aware that there may be fees and charges imposed by the Manager's concerned in respect of the investments sought to be subscribed, redeemed, or switched and the Customer expressly agrees and authorises the Bank to debit from the Customer's Account for such fees and charges.
- b) The Customer acknowledges that the respective Manager may at its absolute discretion vary the fees and charges imposed on the Customer as communicated by the respective Manager via supplementary prospectus and the Bank shall not be held liable for any losses that the Customer may incur or sustain as a result of or arising from such variation.
 - c) Such variation of fees and charges will be notified by the manager via notice and/or supplementary prospectus which can be obtained by the customer via the manager website.
- 13.2 As communicated in the fund documents, the Customer is aware that the Bank may

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receive fees or commissions from the Manager in connection with the provision of the Unit Trust Services and that the Bank is entitled to retain such fees and commissions for itself.

14.0 INFORMATION REQUEST

14.1 The Customer must provide and disclose to Bank Islam within such time prescribed by Bank Islam, any information, statements, and explanations relating to the Account and the Unit Trust which are necessary in order to: -

- a) Comply with the laws or sanctions of Malaysia or any other country (including but not limited those relating to anti-money laundering or anti-terrorism) and / or
- b) Manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.

14.2 Pending Bank Islam's receipt of the information from the Customer and until Bank Islam have verified the information to the Bank's satisfaction, Bank Islam are not obliged to proceed with any transactions or instructions in relation to the Unit Trust.

14.3 Bank Islam will not be liable for any loss arising from any delay or failure to process any transactions or instructions in relation to the Unit Trust due to inadequate information and documentation provided by the Customer within the prescribed time by Bank Islam.

15.0 STATEMENT AND VERIFICATIONS

15.1 Bank Islam may send the Customer transaction confirmation Statement or

confirmation advice via email and Short Message Service (SMS) at the end of every month or at such intervals as may be communicated by Bank Islam. However, a physical copy may still be sent to Customer's latest address registered in Bank system upon Customer's request.

15.2 The Customer is under a duty to: -

- a) Update the Customer's telephone number, email, and mailing address to allow Bank to send Statement of Account.
- b) Check all entries in the Statement of Account and the confirmation advice.
- c) Report promptly to Bank Islam any error or omission therein.
- d) Sign and return any confirmation slip, including that related to auditing purposes (if requested to do so).
- e) Notify Bank Islam if the Customer did not receive the Statement of Account and the transaction confirmation Statement.
- f) Monitor all Customer's transactions, balances, and Unit Trust all the time.
- g) Report on any irregular or unauthorized transactions upon detection by contacting Bank Islam contact centre immediately at +603-26900900

15.3 If Bank Islam do not receive from the Customer a written objection within 14 days of the date of such statement: -

- a) The Customer shall be considered-
 - i) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transaction(s) /

entries, Unit Trust and the balance set out in the statement or advice; and

- ii) to have ratified or confirmed each and every one of the transactions and Unit Trust represented by the entries set out in the statement or advice.

16.0 RIGHT OF LIEN, SET OFF AND WITHHOLDING OF FUNDS

16.1 Bank Islam has the right at any point of time to:

- a) Demand Customer to refund of and/or to debit the Customer's account and/or set-off any balances in any account for any overpayment into any Customer's account arising from error, irregularity or omission, whether attributable to Bank Islam, in the course of carrying Customer's instructions or in any other occasions.
- b) Set off any money in any of the Customer's accounts including amount deriving from the profit-sharing investments with Bank Islam (whether matured or otherwise) and/or any investment/ deposit products and/or receivables held in any of the Customer's accounts, towards satisfaction of any of Customer's liabilities to Bank Islam.
- c) Debit the applicable amount from Customer's account without prior consent if Customer is not the intended beneficiary in the following events:
 - i) Mistaken payment instruction caused by third party who initiates the transaction (Originator) that is directed to wrong recipient, carry wrong amount, or are duplicated; or

- ii) Erroneous payment instructions that were incorrectly transferred by other financial institution or Bank Islam to other parties which include but not limited to generating invalid, incorrect, misdirected or duplicated transaction on behalf of Originator due to technical errors or operational errors that are not the fault of the Originator; or

- iii) Erroneous payments caused by payment system may be due to technical or operational errors that resulting in incorrect or duplicated transaction; or

- iv) Unauthorised or fraudulent payment instruction that were not initiated by the Originator or transaction which have been induced by dishonest or fraudulent means for the benefit of a party other than the party intended by the Originator.

16.2 In the event there is amount due, owing and payable by Customer, Bank Islam reserve the rights to refuse withdrawals of or refuse to discharge any Customer's accounts, balances, funds and/or assets. Bank Islam is authorized to realize (whether at or before maturity) any of Customer's deposits, investment products and/or assets whatsoever held with Bank Islam until all monies due, owing, and payable to Bank Islam is fully settled by Customer.

17.0 FREEZING, HOLDING, SUSPENDING AND/OR CLOSING OF ACCOUNT

17.1 Bank Islam may freeze, hold, suspend, close and/or place any other appropriate tagging on Customer's account whatsoever and dealing with the balances in the Customer's account at Bank Islam's discretion upon receipt of the notice of death, insanity, bankruptcy and winding-up or upon being

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- served with order from court, relevant authorities, or enforcement agencies, or at Bank Islam's opinion proper and necessary to do so (where it is final and binding).
- 17.2 Bank Islam may also close/ terminate the account upon occurrence of any of the following events:
- a) The Customer is adjudged bankrupt or in liquidation; or
 - b) The Customer commits breach of any of the terms and conditions herein; or
 - c) The Customer does not accept any alteration and amendment to the terms and conditions, and the provision under Clause 19.2; or
 - d) Instruction from any law enforcement agencies; or
 - e) The Customer fails to ensure that the source of fund does not become fully Shariah non-compliant; or
 - f) Any other events as communicated by Bank Islam from time to time.
- 17.3 Upon the closure / cancellation / termination of the Account and / or the cancellation / termination of the Unit Trust Services: -
- a) Bank Islam are deemed to have been authorised by Customer to request the Manager to transfer the Unit Trust to Customer.
 - b) Customer must pay all charges, expenses, fees, costs, taxes, duties, levies, and amounts accrued up to the date of the closure / cancellation / termination.
- 18.1 The Accounts, the availability of the Unit Trust Services as well as the Terms and Conditions shall further be governed by and subject to the rules, regulations and guidelines issued and/or to be issued from time to time by Bank Negara Malaysia, the Association of Islamic Banking and Financial Institutions Malaysia, Securities Commission Malaysia (SC) and other relevant bodies and authorities, whether or not such rules, regulations and guidelines have the force of laws. The Customer agrees that the services currently and/or at any time offered by Bank Islam to Customer shall be dependent upon and subject to the said rules, regulations, and guidelines.
- 18.2
- a) Bank Islam shall be entitled to vary or amend the terms and/or conditions of this Terms & Conditions and the fees and charges in connection with the Unit Trust Services subject to the Shariah rules and principles by giving 21days' notice in writing to the Customer.
 - b) Such amendments and variations shall have similar effect as those hereinbefore referred to in this Terms & Conditions.
 - c) Nothing herein shall be construed so as to restrict or curtail or prejudice any of the rights of Bank Islam herein to vary or amend the terms and/or conditions without the necessity to obtain the Customer's consent or confirmation.
 - d) Any such variation, amendment or supplement shall bind the Customer and have been brought to the knowledge of the Customer by way of displaying at Bank Islam's website, premises and any of its branches or by mail to the last known address of the Customer in the manner stated in Clause 24.0.
- 18.0 ADDITIONAL TERMS AND CONDITIONS**

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18.3 If there is any change in the Customer's Personal Data for example address, the Customer shall notify Bank Islam immediately. This is important to ensure that all communications reach the Customers promptly.

18.4 In the event that any of the provision in these Terms and Conditions is invalid, illegal, and unenforceable under any applicable law or by any reasons whatsoever, the legality and enforceability of the remaining provisions shall not be affected.

19.0 DISCLOSURE OF INFORMATION

19.1 Bank Islam will not reveal personal data of the Customer including address, telephone number or email address to any external party other than parties listed below (the "Authorized Parties") other than for the purpose connected with the operation of the Customer's account, unless Bank Islam has the Customer's permission, or is under either a legal obligation or any other duty to do so:

- a) Any officer, employee, agent, or director of Bank Islam Group which includes the holdings company(s) of Bank Islam, its subsidiaries, associated companies, affiliates, representatives, and branch offices; or
- b) Relevant third parties such as professional advisers, strategic business partners and alliances, service providers, Takaful operator or Takaful brokers, outsourced agents, merchants, vendors, business partners and business agents who supports the operational activities of Bank Islam and whom are under legal obligation to the confidentiality of Customer's data; or

c) Any actual or potential participants or assignee, novate or transferee of Bank Islam's rights and/or obligations under any transactions between Bank Islam and Customer (or any agents or professional advisers); or

d) Any rating agency or direct/indirect provider of credit protection to Bank Islam; or

e) Any party as required by any law or any government, quasi-government, administrative, regulatory/supervisory body or authority, court, or tribunal; or

f) Any credit reference agency that Bank Islam uses for credit assessment or credit review of the Customer and parties related to the facilities provided by Bank Islam; or

g) Any financial crime references agencies, other financial institutions, and any of their respective agents; or

h) Any guarantor or collateral provider for Customer's facilities.

19.2 The Customer hereby expressly consents to such disclosure and confirms and declares that the terms contained therein shall be subject to the Privacy Notice in connection with the Personal Data Protection Act 2010 signed with Bank Islam and in the event of any inconsistency between the terms contained herein with the terms as set out in the Privacy Notice, the terms and conditions in the Privacy Notice shall prevail.

19.3 The Customer further acknowledges that the information provided by Customer to Bank Islam including the information provided by Customer and any reportable account(s)

may be shared with the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and/or exchanged with any tax authorities of another country /jurisdiction or countries/jurisdictions in which the Customer may be the tax resident pursuant to intergovernmental agreements in which Bank Islam has obligation to exchange any account information.

20.0 RETENTION OF RECORDS

The Customer agrees that Bank Islam are not obligated to maintain any records of the Account, including but not limited to the Account opening forms, Statement of Account, Statements, documents relating to the Unit Trust, correspondences provided to Bank Islam by the Customer or any other third party, exceeding any retention period as set out under Bank Islam internal policies, guidelines and procedures and / or as provided under any applicable laws or regulations of any country having jurisdiction over Bank Islam.

21.0 HOLDING OF UNIT TRUST

All Unit Trust subscribed by the Bank based on Customer's request will be held by and in the name of the Nominee. The Customer expressly acknowledges that his name or interest in any of the Unit Trust investment will not be reflected in any record of the Manager's concerned. Customer's Unit Trust investment holding will be reflected in the Customer investment Account registered with the Nominee.

22.0 UNIT HOLDER'S MEETING

Customer's unit trust is held by and in the name of the nominee and therefore he is not registered holder of the investment under the trust deed and is not entitled to certain rights. As a result, he will not

be able to call, attend and vote in unitholder's meeting. The Bank may or may not attend such meeting and to vote without having require to seek for instruction from the respective Customer.

23.0 NOTICES AND COMMUNICATION

- 23.1 The Customer must maintain a permanent local correspondence address in Malaysia.
- 23.2 The Customer must immediately notify Bank Islam in writing of any change in Customer's address, facsimile number, electronic mail address or mobile phone number and / or employment or business ("Information").
- 23.3 Bank Islam can deliver any transaction confirmation Statement, notice or communication to the Customer in any of the following manner by: -
 - a) Electronic mail to Customer last known email address in Bank Islam's records.
 - b) Post (registered, AR registered, ordinary, or otherwise) or delivered by hand or left at Customer's last known address in Bank Islam system.
 - c) Displaying the notice at the Branch.
 - d) Posting the notice or communication on Bank Islam's official website at www.bankislam.com.
 - e) Way of advertisement or general notice in a daily newspaper.
 - f) Radio or television broadcast or any other form of media communication.
 - g) Facsimile to Customer's last known facsimile number in Bank Islam records.

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- 23.4 The said notice or communication will be deemed to have been received by the Customer on the day it was so delivered, on the day following such posting or on the day such display, publication or broadcast was made.
- 23.5 Bank Islam also reserve the right to serve on the Customer any notice in connection with the Account by advertisement in any one daily newspaper and such notice will be considered to have been served on the Customer on the day the advertisement appears in the newspaper.
- 23.6 Changes in contact details: -
- a) The Customer agrees to notify Bank Islam immediately on any changes of Customer's correspondence / mailing or residential address and Customer contact information ("Information").
 - b) If the Customer does not inform Bank Islam of any change in Customer information, The Customer agrees that Bank Islam may rely on: -
 - i) Any address and / or contact information stated in the application form or as reflected in Bank Islam records; or
 - ii) Any address and / or contact information Bank Islam obtained from any communication purportedly issued from the Customer to Bank Islam.
 - c) Any failure by the Customer to notify Bank Islam of a change in Customer information resulting in the delay or the non-delivery of any Statement of Account, correspondence and / or notice will not prejudice Bank Islam rights and entitlements under these Terms and Conditions.

24.0 INSTRUCTIONS

Any Instructions given by the Customer to Bank Islam in respect of the Account shall be in writing and signed by the Customer. Any Instructions shall be effective only upon receipt by Bank Islam.

25.0 GOVERNING LAW

This Terms and Conditions shall be governed by the laws of Malaysia.

26.0 SUCCESSORS BOUND

The Terms and Conditions herein shall be binding upon the heirs, liquidators, receivers, representatives, and successors in little of the Customer and are enforceable by the successors-in-little and assigns of Bank Islam.

27.0 ASSIGNMENT

- 27.1 The Customer shall not assign any of its rights and interest in the Customer's investment Account or the subscription of the Unit Trust Services to any party without the prior written consent of Bank Islam. The Customer's obligations and liabilities herein shall remain applicable notwithstanding any changes in the constitution of Bank Islam by way of amalgamation, reconstruction or otherwise.
- 27.2 Bank Islam shall have the rights to transfer all its rights and obligations under these Terms and Conditions to any person at the Bank Islam's direction.

28.0 SEVERABILITY AND WAIVER

- 28.1 If any Terms and Conditions are found to be illegal or prohibited, they shall be ineffective

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only as to the illegal or prohibited parts of such Terms and Conditions. The Remaining Terms and Conditions shall not be affected.

- 28.2 Any waiver or indulgence granted shall not prevent Bank Islam from enforcing the other parts of The Terms and Conditions which are unaffected by such a waiver or indulgence, or other rights or require Bank Islam to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

29.0 GENERAL

If there are any discrepancies between the English and Bahasa versions of these Terms and Conditions, the English version should prevail.

30.0 COMPLAINTS

30.1 Complaint may be lodged:

- i) By completing and submitting the Bank's prescribed complaint form at any of the Bank's branches; or
- ii) By e-mail to contactcenter@bankislam.com.my or
- iii) By writing to the Bank's official correspondence address at Bank Islam Malaysia Berhad, at Level 32, Menara Bank Islam, 22 Jalan Perak, 50450 Kuala Lumpur or
- iv) By calling the Bank's Customer Service Hotline at 03-26 900 900

30.2 If you are dissatisfied with the outcome of the internal dispute resolution process, please refer your dispute to

(i) The Federation of Investment Managers:

Tel : 03-7890 4242 (press 3)
Email : complaints@fimm.com.my
Letter :
Legal, Secretarial & Regulatory,
Federation of Investment Managers
Malaysia,
19-06-1, 6th Floor, Wisma Capital A,
No. 19, Lorong Dungun, Damansara Heights,
50490 Kuala Lumpur.

(ii) Financial Market Ombudsman Service (FMOS):

Tel : 03-2272 2811
(from 9am to 5pm, Monday to Friday)

Online form :
<https://www.fmos.org.my/en/feedback.html>

Letter :
Chief Executive Officer
Financial Markets Ombudsman
Services [Reg. No: 200401025885]
14th Floor, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur.