

**IMPORTANT/ DISCLAIMER**  
**THIS IS AN INVESTMENT ACCOUNT PRODUCT THAT IS TIED TO THE PERFORMANCE OF UNDERLYING ASSETS, AND NOT A DEPOSIT PRODUCT**

**TERMS AND CONDITIONS FOR PRIMEINVEST INVESTMENT ACCOUNT-i**  
*(Effective Date: DD MM YY)*

These Terms and Conditions mentioned herein are applicable for PrimeInvest Investment Account-i ('IA-i') based on the Shariah concept of *wakalah bi al-istithmar* offered by the Bank.

particular task, in matters that may be delegated, either voluntarily or with imposition of fee.

**'Wakalah bi al-istithmar'** means a form of *wakalah* contract (or agency contract) entered into for the purpose of investment.

**1.0 GENERAL**

1.1 These Terms and Conditions are governing all IA-i products opened and maintained by the Investment Accountholders ("IAH") with the Bank. By opening, maintaining and using the Accounts, (as hereinafter defined), the IAHs are deemed to have read, understood and accepted every term and agreed to be bound by these Terms and Conditions.

1.2 All of these products are governed by the relevant laws of Malaysia and Shariah principles.

**2.0 DEFINITION**

The following words in these Terms and Conditions shall have the meanings assigned to them, unless the context otherwise requires:

**'Account'** means the IAH's IA-i Account opened and maintained with the Bank. The products shall be governed by these Terms & Conditions.

**'Available Balance'** means the sums available in the Account based on the Bank's records.

**'Bank'** means MBSB Bank Berhad its respective successors-in-title and assigns.

**'Corporate Account'** means an Account opened and operated by a company.

**'Entity'** means without limitation: natural persons, partnerships, sole-proprietorships, firms, companies, corporations, body corporate, societies, associations, unincorporated associations/ body of persons, trusts, organizations, statutory bodies, government entities, state/ agency of a state and other legal entities recognised under the laws of Malaysia.

**'Investment Account-i' or 'IA-i'** means PrimeInvest Investment Account-i based on the Shariah concept of *wakalah bi al-istithmar* which is offered by the Bank.

**'Investment Accountholder' or 'IAH'** means the Entity under whose name the Account has been opened and maintained with the Bank.

**'Investor Suitability Assessment Form'** means the assessment form to assess the suitability of the prospective IAH on the Investment Account product unless otherwise exempted by the appropriate authority.

**'Partnership Account'** means an Account which is opened and operated by a partnership.

**'Product Disclosure Sheet' or 'PDS'** means the product disclosure sheet which contains the relevant information and disclosure of the main terms of the relevant Investment Account product.

**'Unrestricted Investment Account'** means a type of Investment Account where the IAH provides the Bank with the mandate to make the ultimate investment decision without specifying any particular restrictions or conditions.

**'Wakalah'** means a contract by which a party (*muwakkil*) authorises another party as their agent (*wakil*) to perform a

**3.0 SOURCE OF FUNDS**

3.1 The IAH takes full responsibility and accountability to ensure that any and all funds invested and transferred by the IAH or the Bank upon receiving the IAH's instructions into the Account are in adherence with the principles of Shariah. The IAH must fully understand that investing funds which are not in adherence with the principles of Shariah into the Account is not permissible and in the event of non-compliance; the IAH agrees and undertakes not to hold the Bank liable for any reason.

**4.0 SHARIAH PRINCIPLE**

4.1 The IA-i an Unrestricted Investment Account product that is based on the Shariah concept of *wakalah*.

4.2 Under IA-i, the IAH as the *muwakkil* or principal authorises the Bank as *wakil* or agent to undertake investment activities and in return the Bank is entitled to receive performance incentive for the services provided subject to the performance of the underlying investment assets as described in the PDS.

4.3 The IAH acknowledges that he/ she fully understands the risks associated with IA-i including the possibility to incur financial losses in whole or in part of his/ her capital investment in IA-i.

**5.0 OPENING OF ACCOUNT**

5.1 An Account shall be opened by completing the relevant forms made available by the Bank and by providing the necessary documents and information required in compliance with the Bank's procedures for opening of the Account.

5.2 Unless otherwise exempted, any application to open the IA-i shall be accompanied by a duly completed Investor Suitability Assessment Form.

5.3 The opening of an Account is governed by the Terms and Conditions contained herein and/ or such other conditions which may be applicable to Accounts with special features as set forth in the specific application forms and/ or brochures.

5.4 At the request of the Bank, IAH shall furnish his/her specimen signature, execute such documents, perform such acts and furnish such documents (including, without limitation any identity documents to the satisfaction of the Bank) as the Bank may consider expedient in opening of an Account. If the IAH fails to do so within the time period stipulated by the Bank, the Bank may in its discretion refuse to open an Account.

5.5 The acceptance of any application for the opening and the continuance of the Account shall be at the discretion of the Bank.

5.6 The Bank reserves the right to stipulate and vary, from time to time, with prior notice to IAH, the minimum amount of initial investment required to open an Account based on the product type.

5.7 By executing the application form for the opening of Account and/ or any other related document(s), the IAH hereby agrees to appoint the Bank as an investment agent based on the *wakalah* contract for the management of IA-i investment. IAH also agrees to give the Bank the mandate to make the ultimate investment decision without specifying any particular restrictions or

conditions. Any profit generated from the investments shall be distributed according to the parameters set by the Bank.

- 5.8 The *wakalah* contract between the IAH and the Bank shall be applicable to each and every investment placement made by the IAH under this IA-i product in accordance to the terms specified in these Terms and Conditions and the placement confirmation.

## 6.0 PLACEMENT OF INVESTMENT

- 6.1 The tenure of investment shall range from 1 day to a maximum of 60 months with a minimum investment amount of Ringgit Ten Thousand (RM10,000) or such other tenure and minimum investment amount as may be determined by the Bank from time to time.
- 6.2 Investment can be made via cash and/or cheque and/or monetary instrument and/or transfers from other bank deposit accounts or any other mediums or services acceptable by the Bank.
- 6.3 For any investment placement made by cheque, the Account is only valid upon cheque clearance. Cheques and other instruments deposited but are subsequently dishonoured will be returned to the IAH's last registered address by post at their own risk and expense.
- 6.4 Acceptance of cheque and monetary instruments for the credit of the Account shall be at the discretion of the Bank.
- 6.5 All cheques and monetary instruments deposited or any transfers whether by mail, telegraphically or electronically are accepted by the Bank for collection only and may not be withdrawn, until the Bank has received the proceeds.
- 6.6 A placement confirmation will be issued to the IAH upon the investment placement of IA-i.

## 7.0 PROFIT PAYMENT

- 7.1 Profits derived from the investment activities, if any, shall be paid by the Bank to the IAH in accordance with the expected profit rate or actual profit rate whichever applicable, determined by the Bank from time to time as specified in the Product Disclosure Sheet.
- 7.2 The calculation of profit shall be determined by the Bank and if there is any profit for the IAH, it shall be paid at maturity or such other intervals as set out in the PDS.
- 7.3 Should the investment suffer any loss, the Bank shall pay to the IAH the amount equivalent to the investment amount less the loss incurred.
- 7.4 Any loss or erosion of the principal investment amount shall be borne by the IAH except for the loss which is due to or arising from any act of misconduct, negligence or breach of specific terms by the Bank.
- 7.5 In the event of the Bank's (as agent for IAH) misconduct, negligence or breach of specified terms which result in a lower profit rate than the expected profit rate of such investment or loss or erosion of the principal investment amount, the Bank shall compensate (if any) the IAH where the compensation payable will be determined based on the Bank's mechanism, regulatory requirements, and/or prevailing laws, whichever applicable.

## 8.0 INVESTMENT OBJECTIVES AND STRATEGIES

- 8.1 The IA-i shall be governed by the investment objectives and strategies as set out in the PDS.

## 9.0 VALUATION METHOD AND FREQUENCY

- 9.1 Valuation shall be carried out in line with the recognition and measurement criteria of the applicable Malaysian Financial Reporting Standards ("MFRS").

## 10.0 INVESTMENT REDEMPTION AND SUSPENSION

- 10.1 The IAH may redeem the investment at maturity where the IAH may receive the principal investment amount together with his/ her profit payment (if any) arising from the investment activities undertaken by the Bank.

- 10.2 In the event of premature withdrawal prior to maturity, IAH shall agree to the following conditions;

Premature Withdrawal	Details
With 31 Day's Prior Written Notice	Only 50% of the profit will be paid to the IAH.
Without 31 days' Prior Written Notice	No profit will be paid to the IAH. The IAH shall waive their rights to receive any profit from the Bank.

- 10.3 The above conditions do not apply for 1 month placement. Customers may withdraw the investment amount at any time and will receive 50% of the accrued profit (if any) based on the number of days of the investment.
- 10.4 Partial redemption of the investment before maturity is not allowed.
- 10.5 The IAH hereby agrees that the Bank's determination of any amount payable to the IAH under the Account except for manifest error shall be final, conclusive and binding against the IAH.
- 10.6 The Bank shall have the right to suspend any upliftment on the IA-i account. However, suspension of the upliftment can only be invoked under the following circumstances:
- Exceptional circumstances, considering the interest of the account holder, which includes: (i) market wide failures or financial/economic crisis such as stock-market crash or asset-price crash; (ii) operational issues such as wide-scaled blackout or system failure; and (iii) force majeure.
  - In the best interest of the IAH, where: (i) underlying assets cannot be liquidated at appropriate price and terms to honour redemption, (ii) the interest of the IAH would be materially affected if dealings were not suspended, and (iii) any other event or circumstances which the Bank may in its reasonable discretion determine.

## 11.0 RENEWAL OF INVESTMENT

- 11.1 Unless otherwise specified, if the IAH does not redeem the investment at maturity date, the Bank shall regard that the IAH has given consent to the Bank to renew the investment automatically.
- 11.2 In the event the maturity date falls on a non-working day, any renewal instruction by the IAH will be carried out on the next working day. However, the profits will still continue to be accrued until the new renewal date
- 11.3 Unless otherwise specified, if the IAH does not renew the Account after the maturity date, the Bank shall automatically renew the Account upon the expiry of the prevailing placement period.
- 11.4 However, this auto renewal will only be applicable for a total tenure of not more than seven (7) years, otherwise, it will be subject to Para 19.0 hereunder.
- 11.5 Pursuant to Para 11.3, any changes to the profit rate of the renewed Accounts will be as per the Bank's prevailing board expected profit rate. The changes to the profit rate will only take effect upon expiry of the existing placement tenure.
- 11.6 The auto renewal shall be exercised based on the total placement amount at maturity which is principal plus profit (if any) while the tenure shall be the same as the original placement.

## 12.0 TERMINATION OR SUSPENSION OF INVESTMENT FUND

- 12.1 The Bank may at its discretion or to comply with any direction from any competent regulator or authority or court order and upon prior notice to the IAH, terminate or suspend the Investment Fund or any part or parts thereof.
- 12.2 Following the termination or suspension of the Investment Fund, the Investment Asset will be valued in accordance with valuation methodology as provided herein and the value of profit or loss of the Investment and the Investment capital will be determined by the Bank as at the effective date of such termination or suspension and will be made available to the IAH for withdrawal (less any banking fees and charges), by such effective date subject to any terms, requirement, directives as may be imposed by any competent regulator or authority or court order.

## 13.0 PARTNERSHIP ACCOUNT

- 13.1 The Partnership Account will be operated by the Authorised Signatory(ies) in accordance with the specimen signature, mandate or board resolution given to the Bank. Specific instructions or conditions to operate the Partnership Account by the Authorised Signatory(ies) must be clear, in writing and shall be in terms acceptable by the Bank.
- 13.2 The IAH's specimen card, mandate or board resolution (where applicable) shall continue to be in force in respect of the Partnership Account until it is revoked in writing by the IAH. The Bank shall be indemnified for acting on the IAH's mandate or board resolution given for the Partnership Account until the exact time the revocation of the IAH's mandate or board resolution is notified in writing to the Bank and acknowledged by the Bank.
- 13.3 The IAH shall ensure that the signature on instructions and communications with the Bank corresponds with the specimen signature given to the Bank or any documents containing the IAH's specimen signature, mandate or board resolution, failing which the Bank has the discretion to decline acting on the same. However, at the Bank's discretion, the Bank shall be entitled to act on the IAH's instruction and communication even if the signature differs from the specimen signature in the event the instruction and communication is confirmed to be from the IAH.
- 13.4 The IAH shall provide the Bank with a list of names and specimen signatures of its Authorised Signatory(ies) through a letter/document addressed to the Bank signed by all partners at the material time in the partnership when opening its Account. Similar provisions apply when there is any change in the Partnership Account's Authorised Signatory(ies)/ partners. Such letter/document shall be accepted by the Bank as conclusive evidence.
- 13.5 The mandate first given on a Partnership Account shall remain in force until revoked in writing by all partners at a material time of the partnership, even though there was a change in name of the partnership/ any changes among the partners by death, bankruptcy, retirement of a partner/ admission of any new partners.
- 13.6 Where no change / revocation of an earlier mandate is received by the Bank, the Bank shall be entitled to treat the surviving/ continuing partners for the time being as having full power to carry on the partnership's business and to deal with the Partnership Account as if there had been no change in the partnership.
- 13.7 Where an IAH has authorised in writing any non-Authorised Signatory(ies) to provide instructions and confirmations to the Bank in respect of a Partnership Account, the Bank is authorised by the IAH to effect, rely and act on such instructions and confirmations. The Bank shall not be liable for any losses which the IAH may incur in consequence of the Bank accepting and acting on such instructions and confirmations.
- 13.8 In the event a Partnership Account has more than one Authorised Signatory(ies), the Bank is to rely and act on confirmation given by all the Authorised Signatory(ies) on any instructions / cheques/ other monetary instruments issued by the IAH as per mandate given.

13.9 The chequebook of the Partnership Account shall be kept in the safe custody by Authorised Signatory(ies) of the IAH in a secure environment, accessible only by the Authorised Signatory(ies) of the IAH.

13.10 The Bank shall not be liable for any forgeries of the Partnership Account's cheques / misuse of its mandate in the event the IAH had entrusted the safekeeping of the chequebook to a non-Authorised Signatory(ies).

13.11 When the Bank in its opinion considers an Authorised Signatory(ies) of a Partnership Account is abusing the terms of mandate, the Bank may refuse to honour the mandate until the Bank is provided with reasonable explanation by the other Authorised Signatory(ies) / partners of the Partnership Account. The Bank shall be entitled to freeze the Account in the interim until the resolution of the issue.

13.12 The Bank shall be entitled to freeze a partnership IAH's Account, if:

- i. conflicting instructions are given to the Bank by different Authorised Signatory(ies) of the Partnership Account simultaneously;
- ii. any evidences of forgery of signature of Authorised Signatory(ies) / partner is notified to the Bank provided further the Bank shall be provided a police report on the same before freezing the Partnership Account and the Bank shall not be liable for all transactions in the Partnership Account prior to the receipt of the police report.

13.13 For purposes of ascertaining the partners in the partnership at any material times, the Bank shall be entitled to rely on the records available at the Companies Commission of Malaysia and the same is conclusive and binding on the IAH.

13.14 Except as already provided in the Para 12.0, all obligations imposed on an IAH under the Terms and Conditions shall be interpreted to be obligations imposed on all the partners.

## 14.0 CORPORATE ACCOUNT

14.1 The Corporate Account will be operated by the Authorised Signatory(ies) in accordance with the IAH's specimen signature, mandate or board resolution as registered with the Bank. Specific instructions or conditions to operate the Corporate Account by the Authorised Signatory(ies) must be clear, in writing and shall be in terms acceptable by the Bank.

14.2 When opening its Account, a corporate IAH shall provide the Bank with a list of the names and specimen signatures of its Authorised Signatory(ies) through a certified true copy of its board's resolution. Similar provisions apply when there is any change in the corporate Account's Authorised Signatory(ies). The certified true copy of the board's resolution originating from the corporate IAH or its company secretary shall be accepted by the Bank as conclusive evidence.

14.3 The corporate IAH's specimen card, mandate or board resolution (where applicable) shall continue to be in force in respect of the Corporate Account until it is revoked in writing by the corporate IAH. The Bank shall be indemnified for acting on the corporate IAH's mandate or board resolution given for the Corporate Account until the exact time the revocation of the corporate IAH's mandate or board resolution is notified in writing to the Bank and acknowledged by the Bank.

14.4 The corporate IAH shall ensure that the signature on instructions and communications with the Bank corresponds with the specimen signature given to the Bank or any documents containing the corporate IAH's specimen signature, mandate or board resolution, failing which the Bank has the discretion to decline acting on the same. However, at the Bank's discretion, the Bank shall be entitled to act on the IAH's instruction and communication even if the signature differs from the specimen signature in the event the instruction and communication is confirmed to be from the IAH.

- 14.5 Where a corporate IAH has authorised in writing a non-Authorised Signatory(ies) to provide instructions and confirmations to the Bank in respect of its Account, the Bank is authorised by the corporate IAH to effect, rely and act on such instructions and confirmations and the Bank shall not be liable for any losses which the corporate IAH may incur in consequence of the Bank accepting and acting on such instructions and confirmations.
- 14.6 In the event a Corporate Account has more than one Authorised Signatory(ies), the Bank is to rely and act on confirmation given by all the Authorised Signatory(ies) on any instructions/ cheques/ other monetary instruments issued by the corporate IAH as per mandate given.
- 14.7 The chequebook of the Corporate Account shall be kept in the safe custody by the Authorised Signatory(ies) of corporate IAH in a secure environment, accessible only by the Authorised Signatory(ies) of the corporate IAH.
- 14.8 The Bank shall not be liable for any forgeries on the Corporate Account's cheques/ misuse of the Corporate Account's mandate in the event the corporate IAH had entrusted the safekeeping of the chequebook to a non-Authorised Signatory(ies).
- 14.9 When the Bank in its opinion considers an Authorised Signatory(ies) of a Corporate Account is abusing the terms of mandate, the Bank may refuse to honour the mandate of a Corporate Account until the Bank is provided with reasonable explanation by the other Authorised Signatory(ies)/ all directors at the material time of the Corporate Account. The Bank shall be entitled to freeze the Account in the interim until resolution of the issue.
- 14.10 The Bank shall be entitled to freeze a corporate IAH's Account, if:
- conflicting instructions are given to the Bank by different Authorised Signatory(ies) of the Corporate Account simultaneously;
  - any evidences of forgery of signature of Authorised Signatory(ies)/ director is notified to the Bank, provided further the Bank shall be provided a police report on the same before freezing the Corporate Account and the Bank shall not be liable for all transactions in the Corporate Account prior to the receipt of the police report.
- 14.11 Except as provided in this Para 13.0, all obligations imposed on an IAH under the Terms and Conditions shall be interpreted to be obligations imposed on all directors of the Corporate Account.
- 14.12 For purposes of ascertaining the directors of a Corporate Account at any material times, the Bank shall be entitled to rely on the records available at the Companies Commission of Malaysia and the same is conclusive and binding on the corporate IAH. Provided further, where such records at Companies Commission of Malaysia are not updated, the Bank shall be entitled to rely on any certification provided to it by the company secretary of the Corporate Account.
- 15.0 PLEDGE AS SECURITY**
- 15.1 The IA-i Account may be pledged as a security for the performance or discharge of any obligation or any liability of the IAH to the Bank, where applicable. Otherwise, the IA-i shall not be pledged or charged for any other reasons whatsoever.
- 16.0 CONSOLIDATION AND RIGHT TO SET-OFF**
- 16.1 The Bank, in addition to any general lien or other similar right to which it is entitled by law, may at any time, with sufficient notice, consolidate any or all of the IAH's facility accounts (if any) with the IAH's liabilities to the Bank and set-off or transfer any sum or sums standing in the credit of any one or more of the IAH's accounts including the IA-i Account in or towards satisfaction of any of the liabilities of the IAH to the Bank whether such liabilities to the Bank be primary or collateral or joint and several.
- 16.2 The IAH agrees that the Bank shall be entitled to freeze the Available Balance (or any part thereof) equivalent to any IAH's indebtedness (whether actual, contingent, present or future) due to the Bank plus any accruing profit or other charges ("Indebtedness") and provide a notice of seven (7) days to the IAH to settle the Indebtedness.
- 16.3 In the event the IAH fails to make good the Indebtedness within the said seven (7) days period, the Bank shall be entitled to set off such part of the Available Balance with the total sum of the Indebtedness (even if it involves uplifting any IA-i before maturity).
- 16.4 For avoidance of doubt, the Bank's right of set-off herein can be exercised by the Bank:
- even on a Joint Account, even though the Indebtedness is due from only one of the Joint IAHs to the Bank;
  - where the Available Balance in an Account which is in credit with another Account of the IAH which is in debit balance with sums due to the Bank; and
  - even in the event of IAH's demise, bankruptcy / insolvency, composition with its creditors or any legal proceedings against the IAH.
- 17.0 CLOSURE OF ACCOUNT**
- 17.1 The closure of account shall be in accordance with the terms and/or conditions of the mandate given to the Bank by the IAH.
- 17.2 The Bank reserves the right to close an IAH's Account upon the IAH's request, by operation of law or at the discretion of the Bank.
- 17.3 The Account shall be closed / terminated upon occurrence of any of the following events;
- Upon receiving written request by IAH; or
  - Bankruptcy or liquidation of the IAH; or
  - Withdrawal by the IAH on all or a part of the investment amount placed; or
  - Result of searches with CTOS, and internal negative list confirming that the IAH is bankrupt or under liquidation (voluntary or compulsory) or blacklisted; or
  - The IAH commits a breach of any of the terms and conditions herein; or
  - Instruction of any law enforcement agencies.
- 17.4 In addition to the Bank's rights contained in Para 16.3 above, the IAH agrees that the Bank reserves the right to close any Account at the discretion of the Bank without the necessity to give any reasons, by giving adequate notice to the IAH (where deemed fit/appropriate).
- 17.5 The IAH shall comply with all of the Bank's requirements and procedures for Account closure including paying any service charges imposed by the Bank for closing the Account (if any).
- 18.0 CHANGES IN PARTICULARS**
- 18.1 The IAH shall promptly advise the Bank in writing on any change in the IAH's mailing address and/ or telephone or mobile phone numbers and/ or facsimile number and/ or e-mail address and or other particulars recorded with the Bank.
- 18.2 No change in the address of the IAH howsoever brought about shall be effective and/ or binding on the Bank unless actual notice of the change of address has been received and acknowledged by the Bank.
- 18.3 All communications sent by post to or left at the IAH's address last registered with the Bank shall be deemed to have been duly delivered to and received by the IAH.
- 19.0 FEES AND CHARGES**
- 19.1 The Bank shall be entitled to impose fees and charges for any services provided by the Bank to the IAH as agreed/ requested by the IAH.
- 19.2 The details of the fees and charges imposed/ charged by the Bank is available at the Bank's branches and website.
- 19.3 The Bank may at any time at its discretion and upon written notice to the IAH or via any other medium deemed fit by the Bank, revise the fees and charges payable by the IAH. Such change(s) will be in-line with any relevant applicable Shariah and regulatory

requirements and shall take effect from the date stated in the notice, which in most instances shall be no less than twenty one (21) days from the date of the notice.

- 19.4 If any services provided by the Bank to the IAH are subject to regulatory taxes and/ or levies, then regulatory taxes and/ or levies shall be borne by the IAH, and paid by the IAH in addition to the fees and charges imposed or charged by the Bank.

## **20.0 UNCLAIMED MONEYS ACT 1965**

- 20.1 Under the prevailing Unclaimed Moneys Act 1965, unclaimed moneys means all sums of money to the credit of an Account that has not been operated in whatever manner by the owner for a period of not less than seven (7) years. The unclaimed moneys will then be duly transferred to the Registrar of Unclaimed Moneys (RUM). Before funds from a dormant Account are transferred to the RUM, a notice of at least twenty one (21) calendar days will be given to the IAH on when the transfer will take place.

## **21.0 CHANGES TO THE TERMS AND CONDITIONS**

- 21.1 The Bank reserves the right to modify, and/ or change and/ or alter and/ or vary and/ or restructure the IA-i products ("Products") and/ or add and/ or delete, and/ or alter any or all of these terms and conditions, including the nature of the Products, at any time and subject to the extent permitted by relevant laws and regulations by authorities. Such changes shall become effective after twenty-one (21) days of such notice(s) being displayed in the Bank's premises or any other mode of communication which the Bank may deem fit.

## **22.0 GOVERNING LAWS AND JURISDICTION**

- 22.1 This agreement shall be governed by and construed, interpreted and applied in accordance with the laws of Malaysia.
- 22.2 The parties shall comply with the provisions of any written law with which they may be required to comply respectively including the Personal Data Protection Act (PDPA) and any other Act, Enactment or Ordinance or any by-laws, rules, regulations or other subsidiary legislation under such Act, Enactment or Ordinance or any direction, Order, requirement or instruction given by any authority competent to do so under any written law.

## **23.0 PERSONAL DATA PROTECTION ACT 2010 (PDPA)**

- 23.1 The IAH hereby declares and agrees that any data/information (including personal data) relating to or arising from or in connection with the IAH's application hereunder and also information pertaining to the IAH's affairs whether hereunder or otherwise on this application may be held, used and disclosed by the Bank for purposes of processing this application and providing subsequent services for this and other products and services and/ or direct marketing (if applicable) to communicate with the IAH for such purpose.

## **24.0 DECLARATION**

- 24.1 The IAH hereby declares that all statements made and documents submitted in connection with this application are complete and true to the best of the IAH's knowledge and understanding.

## **25.0 DISCLOSURE OF INFORMATION**

- 25.1 The Bank is authorized to disclose, use, and obtain any information relating to the IAH, Account or matters related thereto pursuant to any law regulations, rules, guidelines or directives or as the Bank in its discretion deems fit or necessary and the Bank shall not be liable to the IAH in any manner whatsoever for such disclosure.
- 25.2 The Bank may at any time without liability to the IAH(s), disclose fair, accurate, relevant and timely information concerning the IA-i to the IAH(s) at a frequency and in any manner or method that is determined by the Bank from time to time.

[End]

**INVESTMENT ACCOUNT HOLDER'S DECLARATION**

We, hereby confirm that we have read and understood and unconditionally agree to be bound by this Terms and Conditions of PrimeInvest Investment Account-i ("IA-i") herein set out above.

For and on behalf of: \_\_\_\_\_  
[Name of Investment Account Holder]

Name of Authorised Signatory: Designation: Date:

Name of Authorised Signatory: Designation: Date:

**WARNING**

**THE RETURNS ON THIS INVESTMENT ACCOUNT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSETS. THE PRINCIPAL AND RETURNS ARE NOT GUARANTEED AND THE INVESTMENT ACCOUNT HOLDER ("IAH") RISKS EARNING NO RETURNS AT ALL. IF THE INVESTMENT IS REDEEMED EARLY, IAH MAY SUFFER LOSSES IN PART OR OF THE ENTIRE PRINCIPAL SUM INVESTED. THIS INVESTMENT ACCOUNT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.**