

# MASTERACCOUNT APPLICATION FORM

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Apex Investment Services Berhad

# TERMS & CONDITIONS OF THE MASTERACCOUNT

By applying to invest in units in any of the Apex Investment Services Berhad ("ApexISB")'s Funds or units of other Unit Trusts Funds distributed ("Funds") by ApexISB as an institutional unit trust agent ("IUTA"), the Applicant garees that:

BERHAD (420390-M)

## 1 TERMS AND CONDITIONS

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The Applicant will be bound by these Terms and Conditions and the terms of the constitution documents (such as the Trust Deed and the Prospectus) of each relevant Fund(s) in respect of all transactions. Where there are conflicting terms, the terms of the relevant Trust Deed shall prevail. This application form must be accompanied together with the Master Prospectus of Apex Investment Services Berhad.

# 2. INSTRUCTIONS / VOICE RECORDINGS

- 21
- Except in respect of transfer instructions, any one joint Applicant may operate the MasterAccount singly unless ApexISB is otherwise notified in writing. All instructions given or purported to be given via any written or facsimile transaction by the persons authorised to operate the MasterAccount as named in the MasterAccount Application Form ("the Form") or otherwise in writing are binding on the Applicant. ApexISB shall have no obligation to verify the authenticity of any such instructions or the identity of 22 any person giving such instructions. The account(s) in the name of the Applicant specified in the Form attached to these Terms
- 2.3 and Conditions or such other account as the Applicant specified in the Point and check the applicant may notify ApexISB in writing from time to time ("Applicant's Account") shall be used for the purposes of transactions contemplated by these Terms and Conditions. ApexISB shall be entitled to use voice recording devices to record instructions.
- 24 communicated to it and such recording(s) may constitute evidence of the instructions.

## 3. CONSULTANT

- If a Consultant is named in the Form, ApexISB is entitled to process any instructions received from such Consultant without further reference to the Applicant unless ApexISB has received prior contrary instructions in writing duly signed by the Applicant.
- ApexISB shall be entitled to regard the Consultant as the Applicant's agent throughout the period of operation of the MasterAccount unless otherwise notified in writing. ApexISB shall 3.2 period of operation of the masterAccount unless otherwise notified in writing. Apexas shall be not be responsible for any action or omission on the part of the Consultant and shall be under no obligation to verify the authenticity of the instructions received or to determine whether or not such instructions were authorised. The Applicant shall have no right of action against ApexBS in connection with the execution by ApexBS of such instructions and undertakes not to make any claim against ApexISB in connection therewith.

# 4. REJECTION / CANCELLATION OF APPLICATION

- ApexISB as the manager and distributor of the various Funds is entitled to :-
- (a) reject any Form which is not completed in full and supported by the requested documents and payments; cancel any units issued if the payment for the units cannot be matched within seven (7) (b)
- days of the receipt of the application or subscription instruction, and require the Applicant to pay the difference (as a debt due to ApexISB under clause 10 of the Terms and
- in its absolute discretion (without giving any reason) reject in whole or part thereof any application for subscription or switching and suspend the operation of the MasterAccount. (c)

# 5. STATEMENTS / CONTRACT NOTES

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

#### 6 MONIES

- All application monies must be paid or remitted as instructed and any cheque(s) must be honoured when presented.
- If an application is rejected in whole or in part, the application monies or balance thereof will be returned (without interest) by ApexISB by cheque or, at the cost of the Applicant, by 6.2 telegraphic transfer, within thirty (30) business days. The Applicant confirms that ApexISB may issue a cheque in Ringgit Malaysia to settle any
- 6.3 redemption or other monies (if any) payable by ApexISB. Such cheque shall be made payable to the Applicant or the Applicant's nominee who is registered unitholder(s) and sent to the last registered address of the Applicant or the Applicant's nominee on ApexISB's address of the applicant or the Applicant or the Applicant's nominee on ApexISB's address of the Applicant or the Applicant's nominee on ApexISB's address of the Applicant or the Applicant's nominee on ApexISB's address of the Applicant or the Applicant's nominee on ApexISB's address of the Applicant or the Applicant's nominee on ApexISB's address of the Applicant or the Applicant's nominee on ApexISB's address of the Applicant or the Applicant's nominee on ApexISB's address of the Applicant or the Applicant's nominee on ApexISB's address of the Applicant or the Applicant's nominee on ApexISB's address of the Applicant or the Applicant's nominee on ApexISB's address of the Applicant or the Applicant's nominee on ApexISB's address of the Applicant or the Applicant's nominee on ApexISB's address of the Applicant or the Applicant's nominee on ApexISB's address of the Applicant or the Applicant's nominee of the Applicant's nominee on ApexISB's address of the Applicant or the Applicant's nominee of the Applicant's nominee of the Applicant's nominee on ApexISB's address of the Applicant of the Applicant's nominee of the Applicant's
- records unless otherwise notified inwriting. The Applicant hereby authorises ApexISB to automatically reinvest any distributions in the 6.4 relevant Funds without further reference to the Applicant.

# 7. REPRESENTATION

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

## 8. INFORMATION ON UNIT TRUSTS

- ApexISB may in its absolute discretion upon acceptance of the Applicant's application provide to the Applicant the most recent published editions of prospectuses, explanatory interim and annual reports and accounts and other up to date promotional and advertising literature, publications, materials and statistical information ("Information") relating to Funds.
- The Applicant acknowledges and agrees that :-8.2
  - ApexISB shall not be responsible nor be liable to the Applicant for advising or giving (a) Applicant as to whether or not to invest in any Funds in respect of which information has been provided and, if necessary, the Applicant should seek independent financial and/or legal advice with respect to any such investment opportunity.
  - No warranty is given by ApexISB as to the performance or profitability of the Funds or (b) any part thereof
  - ApexISB shall not be responsible nor be liable to the Applicant for any actions, (c) Apexas shall not be responsible not be liable to the Applicant for any actions, proceedings, claims, costs, expenses, losses or damages of whatsoever nature suffered or incurred by the Applicant as a result of or in connection with any investment, subscription, holding, disposal, redemption or any other dealing of any units in any of the Funds or any other transaction made or omitted to be made by the Applicant on the basis of any information provided by ApexISB.

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

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

- any unit trust management company ("UTMC") which receives the application for subscription, transfer, switching, redemption, investment and/or any other dealings with respect to the relevant Funds shall not be obliged to accept such application in whole or in part and ApexISB shall not be liable for :
  - ensuring that the relevant UTMC accept such application; or (i)
  - (ii) any action, proceeding, claim, cost, expense, loss or damage of whatsoever nature including any loss of investment opportunity which the Applicant may suffer or incu

as a result of any refusal to accept or delay in accepting such application by any such UTMC.

- If any application for subscription, transfer, switching, redemption, investment and/or any (b) ("the Nominee") as nominee for and on behalf of the Applicant, Applicant, Brownie ("the Nominee") as nominee for and on behalf of the Applicant, Applicant authorised to release or provide to the Nominee any information held by ApexISB in respect of the Applicant and/or the Funds.
- The Applicant shall forward all instructions with respect to the Funds, whether in the Applicant's or the Nominee's name to ApexISB in accordance with the prescribed manner set by ApexISB from time to time. (c)
- set by ApexISB from time to time. If the Applicant wishes to invest, subscribe, transfer, switch, redeem or deal in any of the Funds, he will place his order with ApexISB at least half an hour before the specified cut-off time for the receipt by the relevant UTMC of any application on the subscription, transfer, switching, redemption and/or any other dealings, so that ApexISB and/or the Nominee can use reasonable endeavour to send any such application to the appropriate UTMC in respect of the relevant Funds on the same "Dealing Day" for such UTMC being a day on which dealings take place in units or shares of such Funds as the date upon which ApexISB receives the relevant instruction from the Applicant; otherwise ApexISB and/or the Nominee will deliver such application to the appropriate UTMC in respect of the relevant Funds on the next Dealing Day. the next Dealing Day.
- ApexISB shall not be obliged under any circumstances to take any action or instruction from the Applicant at any time outside its normal business hours. (e)
- ApexISB shall not be obliged to verify the authenticity of any instruction given or purported to be given by the Applicant or for and on behalf of the Applicant or to determine whether (f) or not such instructions are authorised
- If the Applicant wishes to invest in the EPF Member Investment Scheme, the Applicant must (g) complete the KWSP 9N form, and/or any other form(s) prescribed by the EPF Board and the respective UTMC.

# 10. COST AND COMMISSION

- The Applicant shall be responsible for the payment of any commission, transfer fees, 10.1 registration fees, taxes, any other liabilities, costs and expenses properly payable or incurred by ApexISB under these Terms and Conditions.
- ApexISB may receive a selling or placing commission and/or fee from any UTMC or any other source for the subscription order made by the Applicant and ApexISB shall be entitled to retain such commission for its own benefit and is not obliged to account to the Applicant for all or any part of such commission.
- 10.3 ApexISB shall be entitled to set-off any monies due to the Applicant under these Terms and Conditions against any debt or liability due from the Applicant to ApexISB from time to time.

# 11. NOTICES

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

#### 12. INDEMNITY

- The Applicant hereby indemnifies ApexISB and the relevant Trustee(s) and any of their agents against any actions, proceedings, claims, losses, damages, costs and expenses which may be brought against, suffered or incurred by any or all of them arising either directly or indirectly out of or in connection with this MasterAccount or in connection with ApexISB accepting, relying on or failing to act on any instructions given by or on behalf of the Applicant unless due to the willful defaultor negligence of ApexISB.
- The Applicant acknowledges and accepts that ApexISB has absolute discretion to rely on facsimile confirmation from the Applicant and undertakes to indemnify and hold harmless ApexISB, its employees and agents against all costs, expenses, loss of liabilities, claims and 122 demands arising out of relying on the Applicant's confirmation.

#### 13. SET OFF

ApexISB is entitled to set off any claim which ApexISB or the relevant Trustee(s) may have 13.1 against any of the assets, units or cash of the Applicant held by ApexISB or the relevant Trustee(s).

## 14. LEGAL AND TAX IMPLICATIONS

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

#### 15 PERSONAL DATA

- The Applicant has provided in the MasterAccount application form, and may, from time to time, provide personal information ("Data") to ApexISB. The Applicant hereby expressly consents that the Data may be used by ApexISB and provided to the relevant Trustee(s), JF Apex Nominees (Tempatan) Sdn Bhd or any of ApexISB's holding companies, subsidiaries or Apex Nominees (terripation) soft and of any of Apexias s holding companies, subsidiaries of associated companies, which provides services to ApexiSB, within or outside Malaysia, for the purposes of the application of MasterAccount with ApexISB under this Agreement including any subsequent transactions that are related to it, provision of financial services including the appointment of nominees by the Applicant or any related services and, including direct marketing. However, in the event the Applicant notifies ApexISB in writing to cease or not to begin processing Data for purpose of direct marketing, ApexISB shall comply with such written notice issued by the Applicant.
- 15.2
- The Applicant and ApexISB hereby agree and acknowledge that: (a) the Applicant may request for access to the Personal Data and would be able to contact ApexISB through the customer service representative department of the Apex group of companies ("Group") at the address stated in the Group's Policy Statement to request for correction on the Data and make enquiries or complaints
  - (b)
  - Statement to request for contection of the bala and make enquires or compounds with regards to the bata; ApexISB may disclose the bata to its employees, consultant and third party service providers in the course of providing the services under this Agreement; the Applicant may, by notice in withing to ApexISB, stop the processing and usage of the bata or part of the bata in the event if there is a danger where other persons are (c) able to be identified from the Data;
  - (d)
  - the Applicantmay withdraw its consent granted herein to process the Data; and it is necessary and obligatory for the Applicant to provide the Data in order for ApexISB to process the Applicant's application for opening of master account to (e) provide the services under this Agreement.

#### 16. MISCELLANEOUS

- References to persons include corporations, references to one gender include both 16.1 16.2
- genders and references to the singular includes the plural and vice versa. Each joint Applicant's obligation is joint and several and any reference herein to the Applicant, where appropriate, may refer to any one or more joint Applicant(s). The MasterAccount is personal to the Applicant and cannot be changed, assigned or 16.3
- transferred in any way by the Applicant. ApexISB reserves the right to vary the Terms and Conditions at any time without notifying 16.4
- the Applicant. If any of these Terms and Conditions is held or deemed to be void or unenforceable, the 16.5 other terms and conditions will remain in full force and effect.

# 17. APPLICABLE LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.

# Apex Investment Services Berhad



# APPOINTMENT OF NOMINEE TO HOLD UNIT TRUST

applicant abovenamed ("the Investor") has registered with Apex Investment Services Berhad ("ApexISB") as an investor in unit trusts funds ("Unit Trusts") that are managed by ApexISB or distributed by ApexISB as an institutional unit trusts agent ("IUTA") for other unit trusts management companies

And Whereas as an IUTA and for ease of operations, ApexISB requires the services of a nominee to effect transactions for the Investor and also to keep in custody Unit Trusts for and on behalf of the Investor

And Whereas the Investor is desirous of appointing JF Apex Nominees (Tempatan) Sdn Bhd ("the Nominee') and the Nominee has agreed to the appointment to hold and act for and on behalf of the Investor time to time in relation to Unit Trusts subject to the terms and conditions herein provided.

## Now the Investor hereby agrees as follows:

## 1. INSTRUCTIONS ON UNIT TRUSTS

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

#### 2. CUSTODY

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- The Investor hereby agrees that notwithstanding anything to the contrary herein contained: (a) the Unit Trusts shall be held by the Nominee as the registered holder for and on
- behalf of the Investor; the Nominee shall not recognise any trust or equity in respect of the Unit Trusts or any (b) part thereof; and
- the Nominee shall be a bare custodian and not a trustee in all matters relating to this (c) Agreement and/or the Unit Trusts.
- ct to ApexISB receiving instructions to the contrary, the Nominee shall: 2.2 Subje
  - (a) present for payment the Unit Trusts which are subscribed or redeemed or otherwise shall become payable; hold for the Investor all distributions and rights with respect to any Unit Trusts held, (b)
  - and (c) receive and collect all interest, dividends and other payments or distributions of
  - income in respect of the Unit Trusts. The Nominee shall not be liable to pay any interest to the Investor for any monies held by the Nominee for the Investor for any reason whatsoever.
- The Nominee shall have no duty or responsibility as regards attendance at meetings or voting in respect of any of the Unit Trusts or as regards any subscription, conversion or other rights in respect thereof or as regards any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement in connection with the Unit Trusts, nor shall the Nominee be under any duty to investigate or 2.4 participate therein or take any affirmative action in connection therewith except in accordance with written instructions from the Investor and upon such conditions and indemnity and provision for expenses as the Nominee may require.

#### 3. COST AND COMMISSION

The Investor shall be responsible for the payment of any commission, transfer fees registration fees, taxes, any other liabilities, costs and expenses properly payable or incurred by the Nominee under this Agreement and in holding or executing transaction in respect of the Unit Trusts.

- The Nominee shall be entitled to set-off any monies due to the Investor under this Agreemen against any debt or liability due from the Investor to the Nominee from time to tim
- All fees and charges payable to the Manager and the Trustee are subject to goods and services tax as may be imposed by the government or other authorities from time to time. 3.3

# 4. VARIATION AND TERMINATION

- Without contrary to Clause 4.2, the Nominee at its sole discretion may by notice in writing to the Investor vary or terminate this Agreement at any time. The Nominee may without notice to the Investor amend this Agreement from time to time in 4.1
- 4.2 order to comply with any relevant law, regulation, guidelines or practices with respect to this Aareement or the unit trusts industry.
- The Investor may terminate this Agreement at any time by written notice to the Nominee to take effect immediately on receipt. 43
- Upon termination of this Agreement, the Nominee shall be entitled at its absolute discretion to transfer all the Unit Trusts to the Investor at the cost and expense of the Investor and the Investor shall do all things necessary to affect such transfer. 4 4

#### 5. LIABILITY AND INDEMNITY

- IT AND INDEMNITY The Nominee shall not be liable for any direct, indirect, special or consequential damages which may be suffered by the Investor, such as, but not limited to, loss of anticipated profits or other anticipated economic benefits, whatsoever or howsoever caused, whether in contract or in fort (which includes but is not limited to negligence), arising directly or indirectly in connection with or arising out of this Agreement or the Unit Trusts. 5.1
- The Investor hereby agrees to indemnify and hold hamless the Nominee and/or its personnel, employees and agents against any action, proceeding, claim, cost, expense, 5.2 loss or damage of whatsoever nature which may be brought against, suffered or incurred loss of admage of whatsoever nature which may be brought against, sourced or incorrect by any of them arising either directly or indirectly out of or in connection with the Agreement or in connection with the Nominee accepting, relying on or failing to act on any instruction given or purport to be given by or on behalf of the Investor to ApexISB or the Nominee.
- The Nominee shall not be required to take any legal action or proceedings with respect to 53 the Unit Trusts or for and on behalf of the Investor.

#### 6. NON-EXCLUSIVITY

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

#### 7. MISCELLANEOUS

- All notices and documents sent, conveyed, forwarded, published or transmitted by the Nominee to the Investor in any manner the Nominee deems practical and appropriate, or in accordance with such manner as may be mutually agreed upon by the Nominee and the Investor are deemed to have been duly served and shall be at the risk of the persons entitled thereto.
- The Investor acknowledge that the Nominee may delegate any of its functions under this 7.2 Agreement to any person/body and the Investor hereby expressly agrees that the Nominee may disclose information about the Investor and the Unit Trusts to such person/body in order to undertake these functions. The Nominee is to ensure that the delegatee provides sufficient guarantees to the technical and organizational security measures that govern the processing of the Investor and the Unit Trusts' information and the delegatee takes
- reasonable steps to ensure compliance with those measures that are put in place. The Investor shall not assign any of its rights and interest in this Agreement, the Unit Trusts 7.3 without the written consent of the Nominee.
- References to persons include corporations, references to one gender include both genders and references to the singular includes the plural and vice versa. 7.4
- Each joint Investor's obligation is joint and several and any reference herein to the Investor, where appropriate, may refer to any more or more joint Investor(s). 7.5
- The Nominee may give any notification or to take or to refrain from taking any action in order to comply with the provisions of any laws or any statutory and regulatory requirements now or hereafter in force which purports to impose any duty on the Nominee 7.6 as the holder of any Unit Trusts. Nothing in this Agreement shall be deemed to create a partnership between the Nominee
- 7.7 and the Investor nor an employee-employerrelationship.
- If any of these terms and conditions is held or deemed to be void or unenforceable, the 7.8 other terms will remain full force and effect.
- The agreement set out in these terms and conditions shall be governed by and construed in accordance with the laws of Malaysia. 79

# UNIT TRUST LOAN FINANCING RISK DISCLOSURE STATEMENT

Investing in a Unit Trust Fund with Borrowed Money is More Risky than Investing with Your Own Savings.

You should assess if loan financing is suitable for you in light of your objectives, attitude to risk and financial circumstances. You should be aware of the risks, which would include the following:

- 1) The higher the margin of financing (that is, the amount of money you borrow for every ringgit of your own money that you put in as deposit or down payment) the greater the potential for losses as well as gains
- 2) You should assess whether you have the ability to service the repayments on the proposed Ioan. If your Ioan is a variable rate Ioan, and if interest rates rise, your total repayment amount will be increased;
- 31 If unit prices fall beyond a certain level, you may be asked to provide additional acceptable collateral or pay additional amounts on top of your normal instalments. If you fail to comply within the time prescribed, your units may be sold to settle your loan;
- Returns on unit trusts are not guaranteed and may not be earned evenly over time. This means that there may be some years where returns are high and other years where losses are experienced. Whether you eventually realise a gain or loss may be affected by the timing of the sale of your units. The value of units may fall just when you want your money back even though the investment 4) may have done well in the past.

This brief statement cannot disclose all the risks and other aspects of Ioan financing. You should therefore carefully study the terms and conditions before you decide to take the Ioan. If you are in doubt in respect of any aspect of this risk disclosure statement or the terms of the loan financing, you should consult the institution offering the loan



In our continuing effort to be environment	ntally responsible, Ape	ex Investment :	Services B	erhad wi	l be en	rolling	ı unit	holders	to re	ceive	e stat	ement	s, Int	terim (	and A	nnua	ıl Rej	oorts o	and
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