

TERMS & CONDITIONS OF ACCOUNT 细则与条款

1. TERMS AND CONDITIONS

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

1.2 Should there be any dispute in translation, the English version shall prevail.

2. INDIVIDUAL APPLICANT

2.1 Applicant must be 18 years of age and above as at the date of this Application Form.

2.2 Applicant must sign or affix thumbprint (left hand) on this application form and enclose a photocopy of his/her NRIC or passport.

3. JOINT APPLICANT

3.1 Applicant must sign or affix thumbprint (left hand) on this application form and enclose a photocopy of his/her NRIC or passport or birth certificate (for minor).

3.2 Signature is not required if applicant is below 18 years of age.

3.3 Unless specified under the Mode of Operations in this form, joint applicant shall have no authority to effect any transactions on repurchase, switching, transfer and any other request or carry out any instructions in the operations of joint accounts singly.

3.4 In the case of death of one of the joint holder, the survivor will be the sole person recognised by the Manager and the Trustee as having any title to or interest in such units.

3.5 In the case of death of the principal holder and before the minor joint holder attains the age of 18, the executor or administrator of the deceased principal holder will be the sole person recognised by the Manager and the Trustee as having the title to or interest in such units.

4. CORPORATE APPLICANT

4.1 The application form must be affixed with either the Company's Common Seal or the Company's stamp.

4.2 If the Company's stamp is affixed, then an authorised signatory must sign and state his/her representative/official capacity.

4.3 The application form must be accompanied with a certified copy of the Form 24, 44, 49, Certificate of Incorporation, Memorandum and Articles of Association or Constitution or by-laws and the Board of Directors' Resolution.

5. PAYMENT TO MANAGER

5.1 Payment for investment may be made through any of our authorised agents. Telegraphic Transfer or direct bank-in should be remitted in Ringgit Malaysia (RM) to PMB's Maybank Account no. **514-011-379-755**.

5.2 Cheque/bank draft should be made payable to "PHILLIP MUTUAL BERHAD" and crossed "A/C PAYEE ONLY". Payment by outstation cheque should include bank commission.

5.3 The cheque/bank draft/telegraphic transfer receipt/bank-in-slip must be attached to the application form or written instruction.

5.4 Applicants are advised to retain a copy of the temporary/official receipt or bank-in-slip as a proof of payment, from authorised agents, authorised collection centres or branches.

5.5 All investments will be processed by the Manager upon clearance of cheques and in receipt of the completed documents. However, the unit price will be based on the pay-in date's end of the day closing price (Please refer to the Prospectus on forward pricing).

6. STATEMENT / REPORT / NOTICES

6.1 A computer-generated Statement of Account will be issued to unitholder within 14 days of his/her investment as a record of each and every payment of transaction made.

6.2 A quarterly Statement of Account will be issued to summarise all transactions during the calendar quarter to enable unitholder keep track of his/her unitholding and value.

6.3 Applicant must notify the Manager in writing of any errors in the statement of any transaction made within 5 working days, or in the quarterly statement within 30 working days of issue. Should the Manager do not receive any notification within the stipulated period, the applicant shall be deemed to have waived any right to raise any objection or to pursue any remedies against the Manager or the relevant Trustee(s).

6.4 Interim and Annual Report of the Fund(s) will be sent to unitholder within 2 months from the end of each financial period/year.

6.5 All correspondences from the Manager shall be directed to the Principal Holder at the last known address in PMB's record.

6.6 Any instruction or communication to be given by the Applicant to the Manager shall be in writing and sent to such address as may be notified by the Manager from time to time to the Applicant and shall take effect upon actual receipt by the Manager and during the normal working hours of the Manager.

7. REPURCHASE/SWITCHING OF UNITS

7.1 A Unitholder may redeem or switch his/her investment at anytime after the cooling-off period by completing the repurchase/switching section of this form

7.2 Repurchase or Switching shall be based forward pricing i.e. the end of the day closing price on the day the written application for such transaction is received by the Manager.

7.3 Instruction for partial repurchase or switch shall only be executed if the remaining balance of the investments meet the requirement of the relevant Fund(s). Otherwise, full repurchase or switch shall be executed.

7.4 For repurchase, a cheque will be issued in Ringgit Malaysia (RM), payable to the principal holder (unless stated otherwise in written instruction signed by the authorised signatory(ies)), and will be sent to principal holder's last known address in PMB's record.

7.5 Switching fee will be charged the quantum as stated in the Prospectus.

8. COOLING OFF PERIOD

8.1 Applicant is entitled to a cooling-off period of 6 working days. Cooling-off rights are as prescribed in the Prospectus.

8.2 EPF investments are entitled to cooling-off rights subject to the terms and conditions imposed by EPF.

9. FEES, CHARGES AND EXPENSES

9.1 The Applicant shall be responsible for the payment of any charges, fees, costs, expenses and other liabilities properly payable or incurred by the Manager and in holding or executing transaction in respect of any of the Units.

9.2 The Manager shall not be liable to pay any interest to the Applicant for any monies held by the Manager for the Applicant for any reason whatsoever.

10. THE RIGHT OF MANAGER

10.1 The Manager reserves the right to reject any application in whole or in part thereof without assigning any reasons. The Manager shall return the application form and payment to the unsuccessful applicant within fourteen (14) working days.

10.2 The Manager reserves the right at anytime and from time to time, to add, vary or amend any or all these Terms and Conditions at its sole and absolute discretion.

10.3 If any of these Terms and Conditions is held or deemed to be void or unenforceable, the other terms and conditions will remain in full force and effect.

11. 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:-

• 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.

• You should assess whether you have the ability to service the repayments on the proposed loan. If your loan is a variable rate loan, and if interest rates rise, your total repayment amount will be increased.

• 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 installments. 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 may have done well in the past.

This brief statement cannot disclose all the risks and other aspects of loan financing. You should therefore carefully study the terms and conditions before you decide to take the loan. 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.

1. 细则与条款

1.1 申请人所有的交易将受制于此表格内所列的细则与条款及基金契约和基金说明书内的细则与条款。若两者有出入，基金契约内的细则与条款将视为标准。

1.2 假若译文与原文有所出入，英文版将视为标准。

2. 个人申请

2.1 申请人必须满18岁。

2.2 申请人必须在申请表格上签署或打印左手拇指指模，并附上身份证或护照印本。

3. 联名申请人

3.1 联名申请人必须在申请表格上签署或打印左手拇指指模，并附上身份证或护照或报生纸(幼小)印本。

3.2 若联名申请人未滿18岁则免签署。

3.3

除非在此表格内的户口操作栏中事先声明，联名申请人无权单一进行任何有关户口交易的事项包括套现、转换、转让基金及其他交易。

3.4

在任何一位联名持有人辞世的情况下，在世者将是经理人和信托人视为有关单位的继承人或利益关系人。

3.5 假若首要持有人辞世，而年幼联名持有人又未滿18岁，已故首要持有人的遗产执行者将是经理人和信托人视为有关单位的继承人或利益关系人。

4. 机构申请

4.1 申请机构必须附上公司封成或印章。

4.2 若采用公司印章，公司授权执行人须签署，并注明其职称。

4.3

申请机构必须联同此表格附上24、44和49号表格，企业注册证书，公司章程及董事部决议书的审核印本。

5. 付款予经理人

5.1 投资款项可付予经立信托的授权代理。也可通过电子转帐或银行付款入经理人的马来亚银行户口，号码是：**514-011-379-755**。

支票或银行汇票须画线并抬头“PHILLIP MUTUAL BERHAD”。外坡支票须附加银行佣金。

5.3 申请人必须联同此表格或书写指示附上支票、银行汇票、电子转帐或银行付款收据。

5.4 申请人受促向其授权代理/授权交收中心索取及保留一分临时收据/收据/付款收据作为付款证明。

5.5

所有投资将在款项过帐后及经理人收到相关完整文件后处理。单位价格则依据付款日收市价为准(请参阅基金说明书远期价格一节)。

6. 结单、报告、通告

6.1 在申请人作出投资的14天内，经理人将寄发电脑打印结单予单位持有人，作为其投资交易的记录。

6.2

经理人将发出季度结单给单位持有人。此结单详细摘录持有人在相关季度期间的投资交易状况。持有人可凭此了解其户口的最新单位数额和市值。

6.3

若有差错，单位持有人必须在结单寄出的5个工作日内，若是季度结单，30天内通知经理人。若经理人在有关期间没有收到任何通知，持有人将被视为已经放弃对经理人和信托人作出投诉的权力。

6.4 在财政期/年度结束的两个半月内，经理人将寄发有关基金的中期与常年报告书予单位持有人。

6.5 所有通讯文件将依据经立信托记录中的地址寄予首要持有人。

6.6

任何指示或通讯必须以书写信件邮寄至经理人所指示的地址。经理人将在收到书写通知后方执行有关指示。

7. 套现/转换单位

7.1 单位持有人可在冷静期过后套现或转换其投资。他只须填妥此表格内的套现/转换一节即可。

7.2 套现或转换投资将根据远期价格为准，意即经理人收到有关申请或通知书当天的闭市价。

7.3

经理人将执行套现或转换部分投资的指示，若有关基金的结余符合基金至少持有的条款。不符合条款者，将自动转为全数套现或转换。

7.4

套现投资的款项将以马币付款予首要持有人(单位持有人以授权书另行通知除外)并邮寄至其在经立信托记录中最新的地址。

7.5 转换基金将根据基金说明书内的利率收费。

8. 冷静期

8.1 申请人可享有6个工作日的冷静期。请参阅基金说明书有关冷静期内所享有的权力。

8.2 公积金投资也可享有冷静期权力，惟必须符合公积金局所定的条款。

9. 费用

9.1 申请者必须支付在基金说明书内所述的有关费用。

9.2 经理人将不会支付任何有关持有款项的利息。

10. 经理人的权力

10.1

在无须经予任何理由的情况下，经理人保留接受或拒绝全部或部分投资申请的权力。经理人将在14个工作日内退还申请表格和款项予被拒绝的申请人。

10.2 在无须经予任何理由的情况下，经理人保留删除、修改或增加此细则与条款的权力。

10.3 假若此表格的任何一项细则与条款被删除，其他细则与条款仍然实行及视为有效。

11. 单位信托贷款融资风险披露声明

透过借贷资金投资单位信托，比利用本身的储蓄投资更具风险。

您应该评估借贷融资是否适合您，包括是否迎合您的目标、风险承受度和财务状况。您必须了解以下可能面对的风险：

• 融资资金越高(既是，您依自己所拥有的资金而借贷的款额，并作为存入款额或头期钱)潜在的亏损，或收益也越高。

• 您必须评估自己是否有能力偿还建议中的贷款数额。假若您的贷款是以变动利率计算，假设利率走高，您的总偿还额也随之增加。

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- 假若单位信托的价格跌至某一特定水平，您可能需要提供额外的可接受抵押，或您必须在正常的偿付款额之外支付额外的数额。假若您无法在预定的期间履行，您的单位将被脱售，以支付您的贷款。
- 单位信托不保证会取得回酬，且也不会永远取得赚益。这意味在一些年内回酬会处于高水平，一些年内可能会蒙受亏损，您最终取得的赚益或亏损，可能会受到您脱售单位的时机所影响。即使有关投资过往的表现良好，但当您需要赎回单位时单位价值可能处于相对趋势。

这项披露声明无法阐述所有贷款融资风险和其他相关问题。因而，在决定贷款前，您必须仔细研究所有细则与条规。假若您对风险披露声明或贷款融资的条件有任何疑问，应咨询提供贷款的金融机构。