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## Account Opening Agreement

The Agreement	Summary
<p>This Account Opening Agreement (this “<b>Agreement</b>”) constitutes a legal agreement between you and <b>StashAway Malaysia Sdn. Bhd. (Company No.: 201701046385 (1260561-W)) (“StashAway Malaysia”)</b>. In order to use our Services (as defined below) you must agree to the terms of this Agreement that are set out below. By electronically accepting or acknowledging this Agreement, using our Services or signing up for an Account with StashAway Malaysia, you represent and undertake, and are deemed to have read and accepted this Agreement.</p>	<p>This column on the left sets out the Agreement between you and StashAway Malaysia (i.e., us). Before using any of our Services, you must agree to the terms of the Agreement.</p> <p>This Summary in this right column provides a short explanation of the Agreement.</p> <p><b>This is not legally binding and not comprehensive, and you are encouraged to read and understand the Agreement.</b></p> <p><b>If there are any differences between the Summary and the Agreement, the Agreement prevails.</b></p> <p>Ruang di bahagian kiri membentangkan Perjanjian antara anda dan StashAway Malaysia (iaitu kami). Sebelum menggunakan sebarang Perkhidmatan kami, anda hendaklah menyetujui terma Perjanjian ini.</p> <p>Ringkasan dalam ruang kanan ini memberikan penjelasan ringkas tentang Perjanjian.</p> <p><b>Ringkasan ini tidak mengikat dari segi undang-undang dan bukan menyeluruh, dan anda digalakkan agar membaca dan memahami Perjanjian.</b></p> <p><b>Jika terdapat sebarang perbezaan antara Ringkasan dan Perjanjian, Perjanjian akan diberikan keutamaan.</b></p>
<p><b>1. INTRODUCTION</b></p> <p>1.1 In this Agreement, where the context so admits, the words and expressions used in this Agreement shall have meanings set out in <b>Schedule 1</b> of this Agreement.</p> <p>1.2 The relationship between you and StashAway Malaysia is governed by this Agreement. This Agreement shall apply to and govern your Account with us and all Transactions and Services.</p> <p>1.3 Your use of our Services is subject to you fulfilling the</p>	<p>The Agreement governs our relationship with you. You can refer to <b>Schedule 1</b> for a meaning of certain words and expressions used in the Agreement.</p> <p>Before you use our Services, you must provide us with certain information and meet our requirements. We may choose not to provide our Services to you.</p> <p>Perjanjian mengawal perhubungan antara kami dan anda. Anda boleh</p>

<p>following general criteria, and upon our request, providing us with such information and documents to prove that you fulfil the criteria:</p> <ul style="list-style-type: none"> <li>(a) you shall have completed an application or registration form required by us through our website;</li> <li>(b) you have received an acceptance notice from us confirming that you may use and access the Platform, your Account and/or our Services; and</li> <li>(c) such other criteria as we may determine from time to time.</li> </ul> <p>1.4 For the avoidance of doubt, we are not obliged to open any Account for you or provide you with any Service.</p> <p>1.5 You shall be taken to have accepted the terms and conditions of this Agreement upon your first access, use and continue to use of your Account and/or our Services.</p> <p>1.6 The Account which we grant to you also belongs exclusively to you and is not transferable to any other person.</p> <p>1.7 You undertake not to register for more than one Account or register an Account on behalf of any person other than yourself.</p>	<p>merujuk kepada Jadual 1 untuk maksud kata-kata atau ungkapan tertentu yang digunakan dalam Perjanjian.</p> <p>Sebelum anda menggunakan Perkhidmatan kami, anda hendaklah memberikan maklumat tertentu kepada kami dan memenuhi keperluan kami. Kami boleh memilih untuk tidak menyediakan Perkhidmatan kami kepada anda.</p>
<p><b>2. GENERAL TERMS AND CONDITIONS</b></p> <p>2.1 The General Terms and Conditions are found in <b>Schedule 2</b> of this Agreement.</p>	<p>Schedule 2 sets out the General Terms and Conditions.</p> <p>Jadual 2 membentangkan Terma-terma dan Syarat-syarat Am.</p>
<p><b>3. INVESTMENT ADVISORY AND MANAGEMENT SERVICES</b></p> <p>3.1 In accordance with this Agreement, we shall provide you with fund management services within a range as may be specified by us and permitted under the Applicable Laws.</p>	<p>We provide fund management services.</p> <p>Kami menyediakan perkhidmatan pengurusan dana.</p>
<p><b>4. INVESTMENT EXPERIENCE AND NEEDS ANALYSIS</b></p> <p>4.1 You agree and acknowledge that we may conduct on a periodic basis a review of your investment knowledge and experience, investment profile, financial objectives, financial situation, and particular needs (the "<b>Investment Experience and Needs Analysis</b>") before or while providing any Services (including before allowing you to create a Flexible Portfolio), opening any Account or to entering into any Transaction for your Account. The Investment</p>	<p>In order to provide you with our Services, we may need to conduct a review of your investment knowledge, investment experience, investment profile, financial objectives financial situation and particular needs; and ensure that the information you have provided to us have not changed.</p> <p>We will rely on the information that you provide to us to provide you the Services</p>

<p>Experience and Needs Analysis may be recorded in such document as we may require from time to time. Pursuant to such Investment Experience and Needs Analysis, we may collect information about your investment knowledge, investment experience, investment objectives, financial situation and particular needs, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>(a) your financial objectives;</li> <li>(b) your risk tolerance;</li> <li>(c) your employment status;</li> <li>(d) your financial situation, including your assets, liabilities, cash flow and income;</li> <li>(e) the source and amount of your regular income;</li> <li>(f) your financial commitments;</li> <li>(g) your current investment portfolio, including any life policy;</li> <li>(h) whether the amount to be invested is a substantial portion of your assets;</li> <li>(i) your educational qualifications including whether you hold higher qualifications in business or finance;</li> <li>(j) your investment experience including whether you have transacted in certain types of investment products; and</li> <li>(k) your employment history including whether you have experience working in a financial institution.</li> </ul> <p>4.2 You warrant and represent to us, and shall be deemed to warrant and represent to us on each occasion that any information is provided to us for purposes of determining your investment knowledge, experience, objectives or needs, that all such information provided to us is accurate, correct, complete, and up-to-date.</p> <p>4.3 You agree that:</p> <ul style="list-style-type: none"> <li>(a) we are entitled to rely and act, and continue to rely and act, on the information you provide to us without verifying such information, and without any further inquiry or investigation;</li> <li>(b) you are, at all times, responsible and liable for the accuracy, correctness, and completeness of the information;</li> </ul>	<p>and you need to confirm that the information you provide to us for our review is accurate, correct, complete, and up-to-date.</p> <p>If you do not provide us with the information or provide us with incomplete or inaccurate information, we may not be able to provide our Services to you and you will be responsible for ensuring that the Investment Strategy (whether recommended to you or chosen by you based on a range made available to you) is suitable and appropriate for you.</p> <p>If we determine that you do not possess the relevant knowledge or experience to deal in the Investments or choose a specific Investment Strategy, we may require you to take additional steps such as successfully completing a general investment online course as directed by us before proceeding with opening an Account, entering into Transactions or engaging or continuing to engage our Services. Alternatively, we may choose not to open the Account for you or not provide you with the Services, or we may also cease to provide you our Services (or any part thereof).</p> <p>Supaya kami dapat menyediakan Perkhidmatan kami kepada anda, kami mungkin perlu melaksanakan semakan terhadap pengetahuan pelaburan, pengalaman pelaburan, profil pelaburan, matlamat kewangan, situasi kewangan dan keperluan khusus anda; dan memastikan bahawa maklumat yang anda sediakan kepada kami tidak berubah.</p> <p>Kami akan bergantung kepada maklumat yang disediakan oleh anda kepada kami untuk menyediakan Perkhidmatan kepada anda dan anda perlu mengesahkan bahawa maklumat yang anda sediakan kepada kami untuk semakan kami adalah tepat, betul, lengkap dan terkini.</p> <p>Jika anda tidak memberikan maklumat kepada kami atau maklumat yang anda berikan kepada kami adalah tidak</p>
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<p>(c) you will promptly update and inform us of any change in such information; and</p> <p>(d) if you do not provide the information requested by us, or if you provide us with incorrect or incomplete information, we may, in respect of a portfolio, recommend an Investment Strategy to you or make available to you a range of Investment Strategies based only on the information you have provided, and you shall be solely responsible for ensuring that the Investment Strategy (whether recommended to you or chosen by you based on a range made available to you) is suitable and appropriate for you, taking into account your specific objectives, financial situation, investment experience, knowledge and particular needs. Further, we may also elect not to provide or continue to provide you with our Services.</p> <p>Notwithstanding the above, you agree that we may at any time confirm with you that there are no material changes to the information provided to us for purposes of determining your investment knowledge, experience, objectives and needs.</p> <p>4.4 If, through the Investment Experience and Needs Analysis, we determine that you do not possess the relevant knowledge or experience to deal in the Investments or if you would like to choose, in respect of a portfolio, an Investment Strategy that is outside the range of Investment Strategies made available to you, we may: (a) either require you to successfully complete a general investment online course as directed by us or take other steps as we may reasonably require before proceeding with opening an Account, entering into Transactions, engaging or continuing to engage our Services, allowing you to choose such Investment Strategy; or (b) elect not to proceed with opening the Account or elect not to provide or continue to provide you with our Services (or any part thereof).</p>	<p>lengkap atau tidak tepat, kami mungkin tidak dapat menyediakan Perkhidmatan kami kepada anda dan anda bertanggungjawab memastikan bahawa Strategi Pelaburan (sama ada disyorkan kepada anda atau dipilih oleh anda berdasarkan suatu julat yang disediakan kepada anda) adalah sesuai dan wajar untuk anda.</p> <p>Jika kami tentukan bahawa anda tidak memiliki pengetahuan atau pengalaman yang relevan untuk berurusan dengan Pelaburan atau memilih suatu spesifik Strategi Pelaburan, kami boleh menghendaki anda mengambil langkah tambahan seperti menjalani dengan sepenuhnya kursus pelaburan am dalam talian sebagaimana yang diarahkan oleh kami sebelum meneruskan langkah pembukaan Akaun, memasuki Transaksi atau menggunakan atau terus menggunakan Perkhidmatan kami. Secara alternatif, kami mungkin memilih untuk tidak membuka Akaun untuk anda atau tidak menyediakan Perkhidmatan kepada anda, atau kita juga boleh berhenti menyediakan Perkhidmatan kami (atau mana-mana bahagian daripadanya) kepada anda.</p>
<p><b>5. INVESTMENT STRATEGY</b></p> <p>5.1 Based on the Investment Experience and Needs Analysis, general market and economic conditions, and any other factors which we consider to be relevant, we may, in respect of a portfolio, recommend an Investment Strategy to you or make available to you a range of Investment Strategies. We may not make the full range of Investment Strategies in respect of General Investing and Thematic Investing available to you, and any range of Investment Strategies that we make available to you will be determined by us in our</p>	<p>Based on the information you provide to us and other factors we consider to be relevant, we may recommend an Investment Strategy or make available a range of Investment Strategies to you. The range of Investment Strategies may differ between General Investing and Thematic Investing (and within Thematic Investing, from theme to theme).</p> <p>You agree that you <b>do not</b> need to accept any advice or recommendation</p>

<p>sole discretion from time to time.</p>	<p>(including any Investment Strategy or range of Investment Strategies) made by us.</p>
<p>5.2 You agree that you are not obliged to accept any advice provided by, or recommendation made by us (including any Investment Strategy or range of Investment Strategies) and unless otherwise provided for, you retain sole control and authority over your trading and investment decisions and shall be entitled to determine, in your sole discretion, whether to accept, reject or implement any advice, recommendation or opinion (including any Investment Strategy or range of Investment Strategies) made by us.</p>	<p>You can request to change or alter the Investment Strategy we recommended. We can allow you to, but you will be solely responsible for making sure that any Investments that you enter into that is not recommended by us is suitable and appropriate for you.</p>
<p>5.3 You may at any time request to vary the Investment Strategy recommended by us in respect of a portfolio, provided that we are not obliged to agree to provide the Services to you on the basis of your proposed Investment Strategy. You further understand that should you choose not to accept our recommendation, you shall be solely responsible for ensuring that your proposed Investment Strategy and Investments entered into are suitable and appropriate for you, taking into account your specific objectives, financial situation, investment experience, knowledge and particular needs.</p>	<p>We may alter the range of Investment Strategies made available to you or recommend changes to an Investment Strategy agreed between you and us. We will only act on our recommended changes if you provide your consent for us to do so. If you do not provide your consent, we will not act on such recommended changes and shall not be obliged to do so in the future.</p>
<p>5.4 We may from time to time alter the range of Investment Strategies made available to you and/or recommend changes to an Investment Strategy agreed between you and us in respect of a portfolio, due to changes in your specific objectives, financial situation, investment experience, knowledge and particular needs, general economic or market conditions, or any other factors which we consider to be relevant, or otherwise in our sole discretion. In the event that we recommend changes to an Investment Strategy (whether pursuant to the Applicable Laws or not), we may request for your consent to act on such recommended changes, and will only proceed to so act on such recommended changes upon obtaining consent from you. If you withhold or choose not to provide us your consent, we will not act on such recommended changes and shall not be obliged to do so in future, even if you later request for us to do so. For the avoidance of doubt, you agree that in recommending such changes to the Investment Strategy, we are entitled to rely and act on the information you provided to us previously without verifying such information, and without any further inquiry or investigation.</p>	<p>Berdasarkan maklumat yang anda berikan kepada kami dan faktor lain yang kami anggap relevan, kami boleh mengesyorkan Strategi Pelaburan atau menyediakan suatu julat Strategi Pelaburan kepada anda. Julat Strategi Pelaburan mungkin berbeza antara Pelaburan Am dan Pelaburan Tematik (dan dalam Pelaburan Tematik, dari tema ke tema).</p>
<p>5.5 Until we provide such recommendation as referred to in Clause 5.4 above to you and you agree, we shall be entitled to act on the previously agreed Investment</p>	<p>Anda bersetuju bahawa anda <b>tidak</b> perlu menerima sebarang nasihat atau syor (termasuk Strategi Pelaburan atau julat Strategi Pelaburan) yang dibuat oleh kami.</p> <p>Anda boleh meminta untuk mengubah atau meminda Strategi Pelaburan yang kami syorkan. Kami boleh membenarkan anda berbuat demikian, tetapi anda semata-mata bertanggungjawab untuk memastikan bahawa sebarang Pelaburan yang anda masuki yang tidak disyorkan oleh kami adalah sesuai dan wajar untuk anda.</p> <p>Kami mungkin mengubah julat Strategi Pelaburan yang disediakan kepada anda atau mengesyorkan perubahan kepada Strategi Pelaburan yang dipersetujui antara anda dan kami. Kami</p>



<p>Strategy.</p> <p>5.6 If permitted by us in our sole discretion, you may be allowed to create Flexible Portfolios on our Platform. In relation to Flexible Portfolios (including your creation thereof and investment therein) you agree and acknowledge that:</p> <p>(a) we may, based on the information available to us (including information obtained from our conduct of the Investment Experience and Needs Analysis), advise you at various stages of the creation or customisation process on the suitability of a Flexible Portfolio to you, including recommending modifications to the Flexible Portfolio so that its risk profile, as assessed by us, would be more suitable for you;</p> <p>(b) you will not be permitted to create a Flexible Portfolio which has been assessed by us to have a risk profile that is not suitable for you, unless you satisfy such conditions as we may specify from time to time (such as providing us your express acknowledgement that despite our assessment, you accept the risks and wish to proceed with the creation of and invest in the Flexible Portfolio);</p> <p>(c) unless otherwise permitted by us, you may not be allowed to modify any Flexible Portfolio upon creation of the same;</p> <p>(d) without prejudice to Clause 6, we may, and you authorise us to, from time to time in our sole discretion, modify the composition of a Flexible Portfolio by, among other things, replacing the Flexible Portfolio's underlying Investments (or a class, type or theme thereof) with other Investments (or other classes, types or themes thereof) which may or may not have been previously made available by us at the time the Flexible Portfolio was created, so long as such modification does not change the Flexible Portfolio's Investment Strategy. Where we make such modification, we will notify you of the same (including information of the underlying Investments that we replaced).</p> <p>(e) notwithstanding any provision in this Clause 5.6, you shall be solely responsible for ensuring that any Flexible Portfolio that you may create, customise or modify is suitable and appropriate for you, taking into account</p>	<p>hanya akan mengambil tindakan terhadap perubahan yang disyorkan oleh kami sekiranya anda memberi kebenaran kepada kami untuk berbuat demikian. Sekiranya anda tidak memberi kebenaran anda, kami tidak akan mengambil tindakan terhadap perubahan yang disyorkan oleh kami dan tidak berkewajipan untuk berbuat demikian di masa depan.</p>
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<p>your specific objectives, financial situation, investment experience, knowledge and particular needs, and we shall not be liable to you for any Loss resulting from your creation, customisation or modification of any Flexible Portfolio (including your investment therein).</p>	
<p><b>6. AUTHORISATION</b></p> <p>6.1 You agree that pursuant to an Investment Strategy agreed between you and us or selected by you:</p> <p>(a) we may recommend Investments to you or otherwise manage your portfolio in accordance with the Investment Strategy and you authorise us to withdraw and invest monies in your Account, as your agent and at your sole risk and account, in the Investments;</p> <p>(b) we may effect transactions on any market, exchange and execute counterparty and account opening documentation on your behalf and take all routine or day-to-day decisions and otherwise act as we may consider appropriate in our sole and absolute discretion (including taking all such actions necessary for our compliance with Applicable Laws);</p> <p>(c) without prejudice to the generality of subparagraph (b) above, we may enter into any kind of Transactions or arrangement for you and to invest in any types or investments or other assets and, without limitation, to close out Transactions, deal with your Assets including selling such Assets or settling a sale order on your behalf;</p> <p>(d) you understand the additional risks of giving us discretionary powers to manage your Assets and investments on your behalf;</p> <p>(e) all Transactions, arrangements entered into and actions taken by us on your behalf, including the collection, delivery and receipt of funds or Assets, all payments, closing out and unwinding or Transactions, will be made by us as your agent, for your sole account and at your sole risk; and</p> <p>(f) we may determine how Transactions are to be carried out including investment timing and duration, or decide to use or refrain from using measures to hedge against price, currency or interest risks, choose investment instruments which appear appropriate for hedging and use any other measures to optimise returns on</p>	<p>Based on the Investment Strategy that you agree with us, we may take certain actions (including actions necessary for our compliance with Applicable Laws) on your behalf to manage your Account. This includes buying or selling Investments on your behalf.</p> <p>We may consolidate sales and purchases of Investments which we carry out for you, with transactions we carry out for our other clients. Therefore, there may be a slight variation between the proportion of your Assets we allocate to each type of Investment, and the allocation that we may have informed you of.</p> <p>In relation to the Transactions, it is possible that there are discrepancies between the Initial Settled Amount and the Actual Settled Amount. Depending on the extent of the discrepancy based on the Acceptable Tolerable Threshold, we may take actions to rectify such discrepancy, such as making adjustments to our System and/or the relevant portfolios, or crediting the relevant portfolios.</p> <p>Berdasarkan Strategi Pelaburan yang dipersetujui antara anda dan kami, kami mungkin mengambil tindakan tertentu (termasuk tindakan yang diperlukan untuk permatuhan Undang-Undang Yang Berkuat Kuasa) bagi pihak anda untuk menguruskan Akaun anda. Ini termasuk membeli atau menjual Pelaburan bagi pihak anda.</p> <p>Kami boleh menyatukan penjualan dan pembelian Pelaburan yang kami laksanakan untuk anda, dengan transaksi yang kami laksanakan untuk pelanggan kami yang lain. Oleh itu, mungkin terdapat sedikit perbezaan antara bahagian Aset anda yang kami peruntukkan untuk setiap jenis</p>

<p>existing investments as we may in our absolute discretion, deem fit,</p> <p>provided always that the Transactions, arrangements and actions taken on your behalf are within the relevant Investment Strategy.</p> <p>6.2 You acknowledge that we may pool together Transactions executed on behalf of our other clients with Transactions to be executed on your behalf. Therefore, the precise proportion of your Assets allocated to each type of Investment may vary slightly from any representations we made to you regarding such Investments, save that under no circumstances, will the proportion of your Assets allocated to each type of Investments deviate by more than 20% of what was represented to you, for more than 7 consecutive Business Days.</p> <p>6.3 Without prejudice to the terms under Clause 8.7, in the event that in relation to any Transaction, there is a discrepancy between the Initial Settled Amount and the Actual Settled Amount, we reserve the right, and you give your consent for us, to take all steps and actions as we, in our absolute discretion, deem necessary or expedient to rectify the discrepancy, including but not limited to undertake the following steps and actions:</p> <p>(a) where the Initial Settled Amount is less than the Actual Settled Amount in the case of buy orders or where the Initial Settled Amount is more than the Actual Settled Amount in the case of sell orders:</p> <p>(i) if the discrepancy falls within the Acceptable Tolerable Threshold, we will top up the difference into the relevant portfolios;</p> <p>(ii) if the discrepancy falls beyond the Acceptable Tolerable Threshold, we will: (1) make adjustments to the System and/or the relevant portfolios against the Actual Settled Amount; or (2) top up the difference into the relevant portfolios, as the case may be; and</p> <p>(b) where the Initial Settled Amount is more than the Actual Settled Amount in the case of buy orders or where the Initial Settled Amount is less than the Actual Settled Amount in the case of sell orders:</p> <p>(i) if the discrepancy falls within the Acceptable Tolerable Threshold, we</p>	<p>Pelaburan berbanding dengan peruntukan yang mungkin dimaklumkan oleh kami kepada anda.</p> <p>Berkenaan dengan Transaksi, ada kemungkinan terdapat percanggahan di antara Jumlah Pembayaran Asal dan Jumlah Pembayaran Sebenar. Bergantung kepada takat percanggahan atas Ambang Yang Boleh Diterima, kami mungkin mengambil tindakan untuk memperbetulkan percanggahan tersebut, seperti membuat pelarasan ke atas Sistem kami dan/atau portfolio berkaitan, atau mengkreditkan portfolio berkaitan.</p>
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<p>will accumulate the differences and we will apply such differences for the relevant portfolios pursuant to Clause 6.3(a)(i); and</p> <p>(ii) if the discrepancy falls beyond the Acceptable Tolerable Threshold, we will: (1) make adjustments to the System and/or the relevant portfolios against the Actual Settled Amount; or (2) book the reimbursement amount into the relevant portfolios by topping up or to apply a fee credit of the reimbursement amount, as the case may be.</p> <p>6.4 You agree that, for the purpose of our internal reconciliation of records, in the event any accounting discrepancy arises, we shall have the full and absolute discretion to determine the method of allotment and/or distribution thereof, and we shall not be liable to account or deliver to you any of the excesses arising from the accounting discrepancy. You further agree that we shall not be liable for any Losses that you may suffer or incur as a result of any such steps and actions taken by us pursuant to this clause.</p>	
<p><b>7. YOUR MONIES</b></p> <p>7.1 You will deposit your monies directly into a trust account as specified by us. We shall only accept monies from you which are received from bank accounts belonging to you. If we are not satisfied that the monies deposited by you came from bank accounts belonging to you, we shall refund such monies to you, subject to Applicable Laws. This trust account will be held on our behalf by a trustee which in turn will hold a bank deposit account with a bank licensed under the Financial Services Act or such other financial institutions permitted under the relevant regulations.</p> <p>7.2 We may hold monies received on your account in an omnibus client trust account together with monies that we hold for other clients. This means that such monies in the trust account will be commingled with the monies of our other clients. The risks of this commingling is that it is administratively and operationally difficult. There are limited ways to determine the intent of clients involved on the mutualisation of risks in view of the constant fluctuation of the aggregate balance in such account, to account separately for each of our clients' respective interest (if any) due on their respective cash balances in the omnibus client account as on an</p>	<p>Your money is maintained by us in an omnibus trust account, which is an account for all our clients' monies. There are risks involved in such an arrangement, and your monies may not be subject to the same protection as that conferred on monies held on a segregated basis.</p> <p>The trust account will be maintained with Pacific Trustees Berhad, a Malaysian licensed trustee, which in turn will hold a bank deposit account with Citibank Berhad. If you make investments into certain portfolios, we may also hold your money together with the monies of our other clients in an omnibus trust account to be maintained by Pacific Trustees Berhad. Please see the clause below which explains how your monies will be transferred and held by our brokers, custodians and other intermediaries when we arrange for Investments to be purchased.</p> <p>We only accept monies from you which are received from bank accounts belonging to you. If we are not satisfied that the monies deposited by you came</p>

<p>aggregate basis.</p> <p>7.3 In the event that of insolvency of the bank, custodian or other financial institution holding the omnibus client trust account, you understand that you may not be able to fully recover your monies. Further, as your monies are commingled with those of other clients in the same account, you may potentially be exposed to the losses of other clients. Consequently, you may not be subject to the same protection as compared to your monies being held on a segregated basis.</p> <p>7.4 We shall only pay monies in the trust account belonging to you to bank accounts belonging to you. We reserve the right to withhold such payments if we are not satisfied that the monies will be paid to bank accounts belonging to you.</p>	<p>from bank accounts belonging to you, we will refund such monies to you in accordance with Applicable Laws. Likewise, we will only repay your monies to bank accounts belonging to you.</p> <p>Wang anda disimpan oleh kami dalam akaun amanah omnibus, iaitu satu akaun untuk semua wang klien kami. Terdapat risiko yang terlibat dalam perkiraan sedemikian, dan wang anda mungkin tidak tertakluk kepada perlindungan yang sama seperti yang diberikan pada wang yang disimpan secara berasingan.</p> <p>Akaun amanah akan dipegang di Pacific Trustees Berhad, sebuah pemegang amanah berlesen di Malaysia, yang memegang akaun deposit bank dengan Citibank Berhad. Jika anda membuat pelaburan ke dalam portfolio tertentu, kami mungkin juga menyimpan wang anda bersama-sama dengan wang klien kami yang lain dalam akaun amanah omnibus untuk diselenggarakan oleh Pacific Trustees Berhad. Sila lihat klausa di bawah yang menjelaskan bagaimana wang anda akan dipindahkan dan dipegang oleh penjaga ('custodian') broker dan pengantara lain kami apabila kami membuat perkiraan untuk pembelian Pelaburan.</p> <p>Kami hanya menerima wang daripada anda yang diterima daripada akaun bank kepunyaan anda. Jika kami tidak berpuas hati bahawa wang yang dideposit oleh anda datangnya daripada akaun bank kepunyaan anda, kami akan memulangkan wang tersebut kepada anda selaras dengan Undang-Undang Yang Berkuat Kuasa. Kami juga hanya akan membayar balik wang anda ke dalam akaun bank kepunyaan anda.</p>
<p><b>8. BROKERAGE, CUSTODY AND USE OF INTERMEDIARIES</b></p> <p>8.1 We may use or engage an Intermediary to, directly or</p>	<p>We will arrange, through the local custodian Pacific Trustees Berhad, for Investments to be purchased through brokers. In some cases, we may procure the local custodian to purchase Investments such as units of collective investments schemes through scheme managers or fund managers.</p>

<p>indirectly:</p> <ul style="list-style-type: none"> <li>(a) execute or clear Transactions;</li> <li>(b) purchase and/or manage Investments; and/or</li> <li>(c) hold or custodise any of your funds or Assets.</li> </ul> <p>8.2 Provided that we have selected such Intermediary in good faith, you agree we shall have no liability or responsibility for any act, omission, insolvency, negligence, failure or default of the Intermediary. The Intermediaries may also appoint further custodians, sub-custodians, trustees, registrars, administrators, nominees and/or agents as may be necessary or expedient to provide the relevant services or Investments to us. You agree that we shall have no liability or responsibility in relation to any actions taken by such persons or these further appointments by our Intermediaries which are beyond our reasonable control.</p> <p>8.3 You agree that where we use an Intermediary to execute and/or clear your Transactions, purchase or manage your Investments or hold or custodise your funds or Assets, we and/or the local custodian may have to accept sole and principal responsibility to the broker for the Investments and/or executed Transaction. You understand that this means that we and/or the local custodian may enter into Transactions to sell or purchase Investments (including units of collective investment schemes) as principal. You further acknowledge and agree that where we and/or the local custodian sell or purchase Investments (specifically foreign exchange-traded funds only) on your behalf, we and/or the local custodian may do so by selling or purchasing from the Intermediaries, our other clients and/or such other third parties as we may deem suitable as part of our management of your portfolio.</p> <p>8.4 You shall indemnify us against any and all action which we deem in good faith necessary to ensure that we will not be in default of our obligation or responsibilities under this Agreement. Our foregoing right shall apply even though as between you and us, you may be in actual or anticipatory default. The foregoing indemnity in our favour is in addition to any other right that we may have (whether expressly provided as between us or implied by law).</p> <p>8.5 In view of the fact that we may have accepted principal responsibility and/or liability to Intermediaries, you also acknowledge and consent to the fact that there is a risk that such Intermediaries may regard any Investments which we and/or the local custodian purchase on your behalf, as investments which we</p>	<p>We will procure the local custodian to enter into such arrangements with the Intermediaries in our name. If we have to take any action (through ourselves or the local custodian) against the Intermediaries to ensure that we can perform our duties under the Agreement, you agree to indemnify us if these actions are taken in good faith. You also understand that since the arrangements are entered into between the local custodian and the Intermediaries, there is a risk that the Intermediaries may take actions against the local custodian to your disadvantage.</p> <p>Currently, we have opened a securities brokerage account with Saxo Capital Markets Pte. Ltd. ("<b>Saxo</b>"), which is authorised to carry on business in both dealing in securities and providing custodial services for securities in Singapore. We will use your monies maintained in the trust account referred to in the clause above to buy and sell Investments on your behalf through this account with Saxo, which is a consolidated account we use for all our clients. Saxo in turn has an arrangement with Citibank, N.A. to hold Investments which we buy and sell, and an arrangement with Hongkong and Shanghai Banking Corporation Limited, Singapore Branch ("<b>HSBC</b>") to hold the monies we transfer to them for the purchase of Investments and monies to be transferred to us for the sale of Investments and return (which will then be transferred to our trust account referred to in the clause above). HSBC is currently licensed to carry on banking business in Singapore.</p> <p>For certain portfolios where the Investments are units of collective investment schemes purchased through a scheme manager, we will ensure that the relevant scheme manager is licensed to conduct fund management activities in Malaysia. The scheme manager may also appoint appropriately licensed custodians, trustees, registrars and administrators in respect of collective investment scheme. The custodial arrangements in respect of</p>
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<p>and/or the local custodian purchase for ourselves. This may in some instances result in prejudice to you. For example, there is a risk that the Intermediaries may attempt to use your Investments to satisfy our obligations or obligations of our other clients.</p>	<p>these Investments will be subject to the terms and conditions as agreed between the scheme manager and the relevant custodian.</p>
<p>8.6 You agree that we, the local custodian or the Intermediaries are not under any obligation to provide any margin facility to you in respect of the Investments.</p>	<p>Kami akan membuat perkiraan, melalui penjaga tempatan Pacific Trustees Berhad, supaya Pelaburan dibeli melalui broker. Di dalam kes-kes tertentu, kami mungkin memperoleh penjaga tempatan untuk membeli Pelaburan seperti unit skim pelaburan kolektif melalui pengurus skim atau pengurus dana.</p>
<p>8.7 Without prejudice to any other provision in this Agreement, you agree that:</p> <p>(a) we and/or the local custodian may hold Investments purchased for you in an omnibus trust account with another broker/custodian/nominee/exchange/clearing house aggregated with other Investments of our other clients, and such Investments may not be held in your name. This means that your Investments will be commingled with the assets of our other clients and/or the clients of the local custodian. Given such commingling, the Investments may be registered collectively in our name or the name of the local custodian and your entitlements may not be identifiable as separate certificates, titles or electronic records. You agree that if there are any dividends, interests, rights, benefits or other proceeds in relation to your Investments resulting from such commingling, we shall have full discretion as to the allotment of such dividends, interests, rights, benefits or other proceeds;</p> <p>(b) in the event of insolvency or default of the local custodian, you understand that you may not be able to fully recover your Investments held in the omnibus trust account. Any shortfall in the Investments may be shared among you and our other clients and/or the clients of the local custodian pro rata. As your Investments are commingled with those of other clients in the same account, you may potentially be exposed to the losses of other clients;</p> <p>(c) provided that we have selected or we through the local custodian have engaged such broker/custodian/nominee/exchange/clearing house in good faith, we shall not be liable to you for any and all Losses suffered or incurred by you as a result of any act, omission or insolvency of such broker/custodian/nominee/exchange/clearing house;</p>	<p>Kami akan memperoleh penjaga tempatan tersebut memasuki perkiraan sedemikian dengan Pengantara menggunakan nama kami. Jika kami terpaksa mengambil sebarang tindakan (melalui kami atau penjaga tempatan) terhadap Pengantara untuk memastikan kami boleh melaksanakan kewajipan kami di bawah Perjanjian, anda bersetuju menanggung rugi kami jika tindakan ini diambil dengan niat baik. Anda juga memahami bahawa persetujuan yang dibuat di antara penjaga tempatan dan Pengantara, terdapat risiko dimana Pengantara boleh mengambil tindakan terhadap penjaga tempatan yang merugikan anda.</p> <p>Pada masa ini, kami telah membuka akaun brokeraj sekuriti dengan Saxo Capital Markets Pte. Ltd. ("<b>Saxo</b>"), yang diberi kuasa untuk menjalankan perniagaan terhadap urusan dalam sekuriti dan juga penyediaan perkhidmatan penjagaan untuk sekuriti di Singapura. Kami akan menggunakan wang anda yang disimpan dalam akaun amanah yang dirujuk dalam klausa di atas untuk membeli dan menjual Pelaburan bagi pihak anda melalui akaun ini dengan Saxo, yang merupakan satu akaun disatukan yang kami gunakan untuk semua pelanggan kami. Saxo pula mempunyai perkiraan dengan Citibank, N.A. untuk memegang Pelaburan yang kami beli dan jual, dan satu perkiraan dengan Hongkong and Shanghai Banking Corporation Limited, Cawangan Singapura ("<b>HSBC</b>") untuk memegang wang yang dipindahkan oleh kami kepada mereka bagi pembelian</p>

<p>(d) where Investments are denominated in a foreign currency, the Investments may be held in an omnibus trust account with an entity which is licensed, registered or authorised to act as a custodian in the country or territory where such Investments are held and the omnibus trust account is maintained. In such case, you understand that the laws and practices relating to trust accounts in the relevant jurisdiction may differ from the laws and practices in Malaysia. Such differences mean that your Investments may not enjoy the same level of protection as accorded to Investments that are held in Malaysia. Depending on the jurisdiction, this may affect your ability to recover the Investments deposited in the trust account;</p> <p>(e) your Investments may be treated as fungible with other Investments in the omnibus trust account and therefore, we and/or the local custodian are not obliged to deliver any specific Investments to you and may instead sell the Investments at your expense and transfer to credit balance to your Account; and</p> <p>(f) the Transactions will be cleared and executed with the Initial Settled Amount generated by an Intermediary. You acknowledge that we may rely on the Intermediary for the provision of such rates, and that we shall not be liable for any Losses resulting from erroneous or inaccurate information provided to us by the Intermediary.</p> <p>8.8 You acknowledge that where your Investments are held with different Intermediaries and/or appointees of our Intermediaries, the manner in which your Investments may be held in different entities may be different.</p>	<p>Pelaburan dan wang yang perlu dipindahkan kepada kami bagi penjualan Pelaburan dan pulangan (yang kemudian akan dipindahkan kepada akaun amanah kami yang dirujuk dalam klausa di atas). HSBC pada masa ini mempunyai lesen untuk menjalankan perniagaan perbankan di Singapura.</p> <p>Bagi portfolio tertentu di mana Pelaburan adalah unit skim pelaburan kolektif yang dibeli melalui pengurus skim, kami akan memastikan bahawa pengurus skim yang berkenaan telah dilesenkan untuk menjalankan aktiviti pengurusan dana di Malaysia. Pengurus skim juga boleh melantik penjaga, pemegang amanah, pendaftar dan pentadbir berlesen yang berkenaan dengan skim pelaburan kolektif. Persetujuan penjagaan berkenaan dengan Pelaburan ini adalah tertakluk kepada terma dan syarat yang dipersetujui di antara pengurus skim dan penjaga yang berkaitan.</p>
<p><b>9. RISKS ACKNOWLEDGEMENT</b></p> <p>9.1 You are fully aware of the risk relating to Transactions entered into. In particular, you understand that:</p> <p>(a) Your Investments are not "capital protected" and therefore, you may lose your capital by entering into the Transactions;</p> <p>(b) Where the Investments are listed outside Malaysia, such Investments are subject to the laws and regulations of the jurisdiction the Investments are listed and you are aware of the risks involved with investing in such products, including but not limited to differences in regulatory regime and investor</p>	<p>You understand that there are risks involved in the Investments, some of which are highlighted in Clause 9.1.</p> <p>For example, the Investments are not "capital protected" and therefore you may therefore lose your capital by investing.</p> <p>In addition, where the Investments are listed outside Malaysia and not denominated in Malaysian currency, there are risks involved in investing in such products.</p>



<p>protection, differences in legal systems, jurisdiction-specific costs (including tax related costs), exposure to foreign counterparty and correspondent broker risks, and exposure to the political, economic and social developments in the applicable jurisdiction You acknowledge receipt of the Risk Warning Statement in <b>Schedule 3</b> and understand its contents;</p> <p>(c) Your payments or receipts under a Transaction will be linked to changes in the particular financial market or markets to which the Transaction is linked, and you will be exposed to price, currency exchange, interest rate or other volatility in that market or markets. You may sustain substantial losses on the Investment if the market conditions move against your positions. It is in your interest to fully understand the impact of market movements, in particular the extent of profit/loss you would be exposed to when there is an upward or downward movement in the relevant rates, and the extent of loss if you have to liquidate a position if market conditions move against you. Your position may be liquidated at a loss, and you will be liable for any resulting deficit in your Account with us; and</p> <p>(d) The fluctuations in foreign currency rates have an impact on the profit/loss and the Investment where the Transaction is denominated or settled in a different currency from the currency where you carry on your ordinary business or keep your accounts.</p> <p>9.2 You agree that any advice provided by us will be based on information from sources believed to be accurate, however no representation or warranty, express or implied is made by us as to the accuracy, completeness or suitability of such advice.</p> <p>9.3 You agree that you are solely responsible for making your own independent investigation and appraisal of all Investments and your own independent verification of any advice, recommendations, view, opinion or information provided by us, including but not limited to obtaining your own tax, legal or other advice with respect to the Investments. You shall fully understand and familiarise yourself with all the terms and conditions of each Investment and the risks involved, and agree that you will only accept our recommended Investment Strategy and Transactions on the basis of your own independent review and determination that the Investment Strategy and/or Investments are</p>	<p>You will be required to confirm that you have received and understood the Risk Warning Statement in <b>Schedule 3</b>. The Risk Warning statement explains to you that overseas-listed investment product that may be part of your Investment is subject to the laws and regulations of the country that the investment product is listed in. As a result of that, you are required to be aware of the information set out in the statement. The Risk Warning statement also cautions you that you should not invest in the overseas-listed product if you do not understand or are not comfortable with taking such risks.</p> <p>You are also required to confirm that you have made all enquiries that you require, and that we have informed you of all important information about the Investments, including (but not limited to) the information set out under Clause 9.4(a) to (n). You confirm that you have the financial ability to manage all the economic consequences and risks of the Investments, and if required, you have obtained your own professional advice from your tax, legal and other advisers.</p> <p>Anda memahami bahawa Pelaburan melibatkan risiko, dan sesetengah risiko dinyatakan dalam klausa 9.1.</p> <p>Contohnya, Pelaburan bukan "modal terlindung" ("capital protected") dan oleh itu anda mungkin kerugian modal anda apabila membuat pelaburan.</p> <p>Di samping itu, jika Pelaburan disenaraikan di luar Malaysia dan tidak didenominasi dalam mata wang Malaysia, pelaburan dalam produk sedemikian juga berisiko.</p> <p>Anda dikehendaki memastikan bahawa anda telah menerima dan memahami Kenyataan Amaran Risiko dalam <b>Jadual 3</b>. Kenyataan Amaran Risiko menjelaskan kepada anda bahawa produk pelaburan yang disenaraikan di luar negeri yang mungkin menjadi sebahagian daripada Pelaburan anda adalah tertakluk kepada undang-undang</p>
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<p>suitable and appropriate for you, taking into account your specific objectives, financial situation, investment experience, knowledge and particular needs.</p> <p>9.4 You agree and acknowledge that you have made all necessary enquiries and we have informed you of all material features of and risks involved in respect of the Investments including but not limited to information on:</p> <ul style="list-style-type: none"> <li>(a) the nature and objective of the Investments;</li> <li>(b) the key benefits and risks of the Investments;</li> <li>(c) details of the providers of the Investments;</li> <li>(d) your key rights with respect to the Investments;</li> <li>(e) the intended investment horizon of the Investments;</li> <li>(f) the ease of converting the Investments to cash;</li> <li>(g) the expected level of your risk tolerance in respect of the Investments;</li> <li>(h) the commitment required from you in respect of the Investments;</li> <li>(i) the pricing of the Investments;</li> <li>(j) the fees and charges to be borne by you in respect of the Investments;</li> <li>(k) the frequency of reports to be provided to you in respect of the Investments;</li> <li>(l) any applicable charges or restrictions on withdrawal, surrender or claim procedures of the Investments;</li> <li>(m) any applicable warnings, exclusions and disclaimers; and</li> <li>(n) information in relation to where the prospectus in respect of the Investment (if applicable) may be accessed, or if we consider it appropriate, an abridged version of such prospectus.</li> </ul> <p>9.5 You expressly acknowledge that you have the appetite to assume all economic consequences and risks of the Investments and to the extent necessary, have consulted your own tax, legal and other advisers.</p> <p>9.6 You also acknowledge that we may have an interest in the subject of the report or recommendation, may be a counterparty to any Investments entered into by you and/or may otherwise benefit from your Investments.</p>	<p>dan peraturan negara di mana produk pelaburan disenaraikan. Oleh itu, anda dikehendaki mengetahui tentang maklumat yang dibentangkan dalam kenyataan tersebut. Kenyataan Amaran Risiko juga memberi amaran kepada anda bahawa anda tidak harus melabur dalam produk yang disenaraikan di luar negara jika anda tidak memahami atau tidak selesa mengambil risiko sedemikian.</p> <p>Anda juga dikehendaki mengesahkan bahawa anda telah membuat semua pertanyaan yang perlu, dan bahawa kami telah memaklumkan anda tentang semua maklumat penting mengenai Pelaburan, termasuk (tetapi tidak terhad kepada) maklumat yang dibentangkan dalam klausa 9.4(a) hingga (n). Anda mengesahkan bahawa anda mempunyai keupayaan kewangan untuk mengurus semua akibat dan risiko ekonomi yang berbangkit daripada Pelaburan dan, jika perlu, anda telah mendapatkan nasihat profesional sendiri daripada penasihat cukai dan undang-undang dan penasihat anda yang lain.</p>
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<p><b>10. STATEMENT OF ACCOUNT AND GENERAL INFORMATION PROVIDED</b></p> <p>10.1 Information provided in relation to the value of securities, applicable exchange rates, net asset value and dividends are obtained from the Intermediary. Where such information is shared with you, we are not responsible for errors or omissions in links from such nonaffiliated websites or other publicly available third party material provided.</p> <p>10.2 In the event that the latest information from our Intermediary is not available at the time of printing of the statement of account, we will report to you the applicable exchange rates, net asset value, values of securities bought and sold, and dividends based on the last available information provided to us by our Intermediary. In such a case, we will inform you accordingly. You acknowledge that we do not assume responsibility for the accuracy, timeliness and completeness of the information as reported by our Intermediary and we will not accept liability for any Losses arising from your use of, or reliance on, such information.</p> <p>10.3 You acknowledge that the net asset value of each security for any particular day is valued using the closing prices of the relevant exchange where the security is listed from the previous trading day. The information stated in the statement of account is reported to you in the reporting currency indicated in the statement rounded to the nearest two decimal places, and where applicable, based on the stated exchange rate which is based on the closing exchange rate of the trading day before the day of the opening or closing balance, as applicable.</p>	<p>You understand that the information relating to the value of securities, applicable exchange rates, net asset value and dividends are currently obtained from our third party broker, Saxo. If the latest information from Saxo is not available at the point in time when your statement of account is printed, we will provide you with the latest available information provided to us by Saxo. We do not assume responsibility for the accuracy, timeliness and completeness of information reported and will not accept liability for any Losses arising from your reliance of such information.</p> <p>The statement of account is reported to you in the reporting currency indicated in the statement rounded to the nearest two decimal places. The net asset value of each security for any particular day is valued using the closing prices of the relevant exchange where the security is listed from the previous trading day.</p> <p>Anda memahami bahawa maklumat yang berkaitan dengan nilai sekuriti, kadar tukaran yang terpakai, nilai aset bersih dan dividen yang diperolehi pada masa ini adalah daripada broker pihak ketiga kami, Saxo. Jika maklumat terkini daripada Saxo tidak tersedia pada masa ketika penyata akaun anda dicetak, kami akan memberikan maklumat terkini yang disediakan kepada kami oleh Saxo. Kami tidak bertanggungjawab ke atas ketepatan, tempoh masa yang dipenuhi dan kelengkapan maklumat yang dilaporkan dan tidak akan menanggung liabiliti untuk sebarang Kerugian yang timbul daripada kebergantungan anda terhadap maklumat tersebut.</p> <p>Penyata akaun dilaporkan kepada anda dalam mata wang pelaporan yang dinyatakan dalam penyata yang dibundarkan kepada dua tempat perpuluhan yang terdekat. Nilai aset bersih bagi setiap sekuriti untuk setiap hari tertentu adalah dinilai dengan</p>

	<p>menggunakan harga penutupan bursa yang berkaitan di mana sekuriti disenaraikan dari hari dagangan sebelumnya.</p>
<p><b>11. CHARGES AND FEES</b></p> <p>11.1 The fee payable by you to us for the Service is specified in the Fee Schedule available at <a href="http://www.stashaway.my/pricing">www.stashaway.my/pricing</a> ("<b>Fees</b>") as may be amended from time to time. All liabilities, costs and expenses which we incur to provide the Service under this Agreement will be covered by the Fees.</p> <p>11.2 You shall make all payments due under this Agreement free and clear of, and without deduction, withholding or set-off on account of, any tax or levy or any other charges present and future.</p> <p>11.3 You shall be liable for any goods and services tax, value-added tax or any other tax of a similar nature chargeable by law on any payment you are required to make to us. If we are required by law to collect and make payment in respect of such tax, you will indemnify us against such payments.</p> <p>11.4 We may deduct your Account with the full amount of any Fees payable by you, or any other monies owed by you to us pursuant to any liability of any nature arising in respect of the Account or otherwise. For this purpose, we may withdraw and collect uninvested cash in your Account and/or sell your Assets and collect the proceeds from such sale.</p>	<p>The Fees that you are required to pay to StashAway Malaysia for the Service is specified in the Fee Schedule at <a href="http://www.stashaway.my/pricing">www.stashaway.my/pricing</a>. The Fees include all liabilities, costs and expenses that StashAway Malaysia incurs under this Agreement. The Fees are not fixed and may be amended every now and then.</p> <p>When you are making any form of payment to us, you are required to pay for any goods and services tax, value-added tax or any other tax that are similar in nature that is chargeable by law. If we are required by law to collect and make payment for such tax, you must reimburse us for any such payments incurred.</p> <p>We may deduct the full amount of any Fees payable by you from your Account. In order to deduct the amount or monies due to us, we may withdraw and collect uninvested cash in your Account and/or sell your Assets and collect the proceeds from such sale.</p> <p>Fi yang perlu anda bayar kepada StashAway Malaysia untuk Perkhidmatan ditetapkan dalam Jadual Fi di <a href="http://www.stashaway.my/pricing">www.stashaway.my/pricing</a>. Fi termasuk semua liabiliti, kos dan perbelanjaan yang ditanggung oleh StashAway Malaysia di bawah Perjanjian ini. Fi adalah tidak tetap dan boleh dipinda dari semasa ke semasa.</p> <p>Apabila anda membuat sebarang bentuk pembayaran kepada kami, anda hendaklah membayar sebarang cukai barangan dan perkhidmatan, cukai nilai ditambah atau sebarang cukai lain yang serupa jenisnya yang dikenakan di sisi undang-undang. Jika kami dikehendaki di sisi undang-undang untuk memungut dan membayar cukai tersebut, anda hendaklah membayar balik kepada kami sebarang pembayaran yang ditanggung.</p>

	<p>Kami boleh menolak jumlah penuh sebarang Fi yang perlu dibayar oleh anda daripada Akaun anda. Untuk menolak jumlah atau wang yang kena dibayar kepada kami, kami boleh mengeluarkan dan memungut wang tunai yang belum dilabur dalam Akaun anda dan/atau menjual Aset anda dan memungut hasil daripada penjualan tersebut.</p>
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## SCHEDULE 1 – DEFINITIONS (JADUAL 1 – DEFINISI)

English	Bahasa Malaysia
This Schedule sets out the definitions of specific words and expressions (capitalised terms) that are used in the Agreement.	Jadual ini membentangkan definisi kata-kata dan ungkapan khusus (kata-kata yang bermula dengan huruf besar) yang digunakan dalam Perjanjian.

Schedule 1 - Definitions	Jadual 1- Definisi
<p><b>1. DEFINITIONS</b></p> <p>1.1 In this Agreement, where the context so admits, the words and expressions used in this Agreement shall have the following meaning:</p> <p>"Account" means the account which StashAway Malaysia has set up for you and granted to you pursuant to this Agreement;</p> <p>"Access Method" means any user identification, passwords and other security credentials assigned to you and required to access and use the Platform using your Account;</p> <p>"Acceptable Tolerable Threshold" means the threshold set by us in our absolute discretion (which takes into account the absolute value of the discrepancy as well as the relative value of the discrepancy as compared to that of the portfolio in which the discrepancy arose);</p> <p>"Actual Settled Amount" means the actual amount of sum for execution of the Transaction based on the actual price(s) (not being the price(s) of the relevant Investment(s) reflected on a real-time basis at the time the Transaction was executed) of the relevant Investment(s);</p> <p>"Affiliates" has the meaning ascribed to it in <b>paragraph 15 of Schedule 2</b> of this Agreement;</p>	<p><b>1. DEFINISI</b></p> <p>1.1 Dalam Perjanjian ini, jika konteks membenarkannya, kata-kata dan ungkapan yang digunakan dalam Perjanjian ini akan membawa maksud berikut:</p> <p>"Akaun" bermaksud akaun yang telah diwujudkan dan diberikan oleh StashAway Malaysia untuk dan kepada anda selaras dengan Perjanjian ini;</p> <p>"Cara Akses "</p> <p>bermaksud sebarang pengecaman pengguna, kata laluan dan sebarang maklumat kelayakan ('credentials') keselamatan lain yang diberikan kepada anda dan yang diperlukan untuk mengakses dan menggunakan Platform menggunakan Akaun anda;</p> <p>"Ambang Yang Boleh Diterima" bermaksud ambang yang ditetapkan oleh kami menurut budi bicara kami (yang mengambil kira nilai mutlak percanggahan bersamaan nilai relative percanggahan berbanding dengan nilai portfolio di mana percanggahan tersebut bertimbul);</p> <p>"Jumlah Pembayaran" bermaksud jumlah sebenar bagi</p>

<p>"Applicable Laws" means all applicable local or foreign laws, rules, acts, regulations, subsidiary legislation notices, notifications, circulars, licence conditions, directions, requests, requirements, guidelines, directives, codes, information papers, practice notes, demands, guidance and/or decisions of any national, state or local government, any agency, exchange, regulatory or self-regulatory body, law enforcement body, court, central bank or tax revenue authority or any other authority (including the SC and IRB) whether in Malaysia or elsewhere, whether having the force of law or not (including any intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions or otherwise), as may be amended from time to time;</p>	<p>"Sebenar" pelaksanaan Transaksi berdasarkan harga pembayaran sebenar (yang bukan harga untuk Pelaburan berkenaan yang tercermin pada masa nyata semasa Transaksi dilaksanakan) untuk Pelaburan berkenaan;</p> <p>"Ahli Gabungan" membawa maksud yang ditetapkan untuknya dalam <b>perenggan 15 Jadual 2</b> Perjanjian ini;</p> <p>"Undang-undang Yang Berkuat Kuasa" bermaksud semua undang-undang tempatan atau asing yang berkuat kuasa, peraturan, akta, perundangan subsidiari, notis, makluman, pekeliling, syarat-syarat lesen, arahan, permintaan, keperluan, garis panduan, direktif, kanun, kertas maklumat, nota amalan, tuntutan, bimbingan dan/atau keputusan oleh mana-mana kerajaan negara, negeri atau tempatan, sebarang agensi, bursa, badan pengawalan atau pengawalan sendiri, badan penguatkuasaan undang-undang, mahkamah, bank pusat atau pihak berkuasa hasil cukai atau mana-mana pihak berkuasa lain (termasuk SC dan IRB) sama ada di Malaysia atau di tempat lain, sama ada yang mempunyai kuasa undang-undang atau tidak (termasuk sebarang perjanjian antara kerajaan-kerajaan atau pihak-pihak berkuasa pengawalan oleh dua atau lebih bidang</p>
<p>"Asset" means all moneys, cash, securities, or other financial instruments or products, and other property of yours held with us or through us;</p>	
<p>"Associates" has the meaning ascribed to it in <b>paragraph 20 of Schedule 2</b> of this Agreement;</p>	
<p>"Business Day" means a day, other than a Saturday or Sunday or national or Kuala Lumpur public holiday, on which we are open for business (from 9am to 6pm Malaysian time), and in the context of Instructions and Transactions involving a foreign element, a day, other than a Saturday or Sunday, when we and the relevant financial markets and institutions in the country</p>	



	concerned are open for business;		kuasa atau sebaliknya), seperti yang mungkin dipinda dari semasa ke semasa;
"Flexible Portfolio"	means a portfolio of which one or more underlying Investments and/or class(es), type(s) or theme(s) of Investments (as made available by us from time to time) are selected or modified by you in your own discretion;	"Aset"	bermaksud semua wang, tunai, sekuriti, atau suratcara atau produk kewangan lain, dan harta lain milik anda yang dipegang dengan kami atau melalui kami;
"General Investing"	means an investment approach that is generic in nature, and may not relate or conform to a certain specific class of Investments, theme, industry or sector;	"Sekutu"	membawa maksud yang ditetapkan untuknya dalam <b>perenggan 20 Jadual 2</b> Perjanjian ini;
"Initial Settled Amount"	means the initial amount of sum for execution of the Transaction based on the price(s) of the relevant Investment(s) reflected on a real-time basis at the time the Transaction was executed;	"Hari Perniagaan "	bermaksud suatu hari, melainkan hari Sabtu atau Ahad atau hari kelepasan am kebangsaan atau Kuala Lumpur, apabila kami dibuka untuk perniagaan (dari pukul 9 pagi hingga 6 petang waktu Malaysia), dan dalam konteks Arahan dan Transaksi yang melibatkan unsur asing, suatu hari, melainkan hari Sabtu atau Ahad, apabila kami dan pasaran dan institusi kewangan yang relevan di negara yang terlibat dibuka untuk perniagaan;
"Instructions"	means any communication, instruction, order, message data or information received by us through or pursuant to the Platform or otherwise referable to your Access Methods, and any information delivered to us offline by any methods as we may agree, and "Instruct" shall be construed accordingly;		
"Intermediary"	means nominee, agent, broker, custodian, fund manager, market-maker, exchange and/or other third party;	"Portfolio Anjal"	bermaksud suatu portfolio merangkumi satu atau lebih Pelaburan yang mendasarinya dan kelas, jenis atau tema-tema Pelaburan (di mana kami sediakan dari semasa ke semasa) yang anda pilih atau ubahsuaikan menurut budi bicara anda;
"Investment Experience and Needs Analysis"	has the meaning ascribed to it in <b>Clause 4</b> of this Agreement;		
"Investment Strategy"	means,  (a) in respect of portfolios that are not Flexible Portfolios, the StashAway	"Pelaburan Am"	bermaksud suatu kaedah pelaburan yang sifatnya am, dan

<p>Risk Index in respect of General Investing or Thematic Investing;</p> <p>(b) the investment approach of our cash management solution, StashAway Simple™;</p> <p>(c) in respect of Flexible Portfolios, the class(es), type(s) or theme(s) of underlying Investments and the proportion to be allotted to each class, type or theme of Investments thereof as selected or modified by you; or</p> <p>(d) any other investment strategy offered by us to you from time to time,</p> <p>as the case may be, or as the context requires;</p> <p>"Investments" means any securities, financial instruments or products, or any other assets or investments which we may acquire, purchase, dispose of, sell or otherwise deal or transact in on your behalf;</p> <p>"IRB" means the Inland Revenue Board of Malaysia;</p> <p>"Losses" means any losses, damages, loss of opportunity, liabilities, claims, actions, suits, proceedings, judgements, demands, costs, expenses (including fees and expenses of legal and other professional advisers on a full indemnity basis, exchange expenses and all other out-of-pocket expenses), disbursements, fees, interests, commissions, charges, taxes, fines, penalties, duties and/or any other losses, liabilities and/or costs of whatsoever nature and howsoever arising;</p>	<p>mungkin tidak berkaitan atau menepati sesetengah kelas tertentu Pelaburan, tema, industry atau sektor;</p> <p>"Jumlah Pembayaran Asal" bermaksud jumlah asal bagi pelaksanaan Transaksi berdasarkan harga untuk Pelaburan berkenaan yang tercermin pada masa nyata semasa Transaksi dilaksanakan;</p> <p>"Arahan" bermaksud sebarang komunikasi, arahan, perintah, pesanan, data atau maklumat yang diterima oleh kami melalui atau selaras dengan Platform atau sebaliknya boleh dirujuk kepada Cara Akses anda, dan sebarang maklumat yang dihantar kepada kami di luar talian melalui sebarang cara yang mungkin dipersetujui oleh kami dan perkataan "mengarah" akan ditafsirkan sewajarnya;</p> <p>"Perantara" bermaksud penama, ejen, broker, penjaga, pengurus dana, pembuat pasaran, bursa dan/atau pihak ketiga yang lain;</p> <p>"Analisis Pengalaman dan Keperluan Pelaburan" membawa maksud yang ditetapkan untuknya dalam <b>klausa 4</b> Perjanjian ini;</p> <p>"Strategi Pelaburan" bermaksud,</p> <p>(a) berkenaan portfolio yang bukan Portfolio Anjal, Indeks Risiko StashAway berkenaan Pelaburan Am atau Pelaburan Tematik;</p> <p>(b) kaedah pelaburan bagi solusi pengurusan</p>
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<p>"Notices"</p>	<p>has the meaning ascribed to it in <b>paragraph 21 of Schedule 2</b> of this Agreement;</p>		<p>tunai, StashAway Simple™;</p>
<p>"Personal Data"</p>	<p>has the meaning ascribed to it in the Malaysian Personal Data Protection Act 2010;</p>		<p>(c) berkenaan Portfolio Anjal, kelas, jenis atau tema-tema Pelaburan yang mendasarinya dan bahagian yang akan diperuntukkan bagi setiap kelas, jenis atau tema Pelaburan tersebut yang anda pilih atau ubahsuaikan; atau</p>
<p>"Platform"</p>	<p>means the online platform (accessible through our website at <a href="http://www.stashaway.my">www.stashaway.my</a> or through our mobile application) operated by us;</p>		<p>(d) sebarang pelaburan lain yang kami tawarkan kepada anda dari semasa ke semasa,</p>
<p>"Platform Agreement"</p>	<p>means the agreement between StashAway Malaysia and you, that is entered into at or about the same time as this Agreement, which governs your access to or use of the Platform;</p>		<p>mengikut mana-mana yang berkenaan, atau sebagaimana konteks membenarkannya;</p>
<p>"portfolio"</p>	<p>includes a Flexible Portfolio;</p>	<p>"Pelaburan"</p>	<p>bermaksud sebarang sekuriti, suratcara atau produk kewangan, atau sebarang aset atau pelaburan lain yang mungkin diperoleh, dibeli, dilupuskan, dijual, atau sebaliknya diuruskan atau ditransaksi oleh kami bagi pihak anda;</p>
<p>"Privacy Policy"</p>	<p>means the policy on the privacy and protection of Personal Data adopted by us as made available at <a href="http://www.stashaway.my/legal">www.stashaway.my/legal</a>, as may be supplemented, amended or varied from time to time upon our notification to you;</p>	<p>"IRB"</p>	<p>bermaksud Lembaga Hasil Dalam Negeri Malaysia;</p>
<p>"SC"</p>	<p>means the Securities Commission Malaysia;</p>	<p>"Kerugian"</p>	<p>bermaksud sebarang kerugian, kerosakan, kehilangan peluang, liabiliti, tuntutan, tindakan, guaman, prosiding, penghakiman, kemintaan, kos, perbelanjaan (termasuk fee dan perbelanjaan guaman dan penasihat profesional lain mengikut asas ganti rugi penuh, perbelanjaan pertukaran dan belanja hangus lain), bayaran perbelanjaan, fee, bunga, komisen, caj,</p>
<p>"Service"</p>	<p>means any service provided by us to you from time to time pursuant to this Agreement;</p>		
<p>"System"</p>	<p>means the hardware, software and telecommunication links or any part thereof used from time to time for the purpose of providing, supporting, accessing and/or otherwise referable to the Platform;</p>		
<p>"Thematic Investing"</p>	<p>means an investment approach that relates or conforms to a certain specific class of Investments, theme,</p>		

	industry or sector, as determined by us in our sole discretion from time to time;		cukai, denda, penalti, duti dan/atau kos apa jua dan bagaimana ditimbul;
	"Transactions" means transactions in such Investments as we may carry out on your behalf under this Agreement;	"Notis"	membawa maksud yang ditetapkan untuknya dalam <b>perenggan 21 Jadual 2</b> Perjanjian ini;
1.2	The words "we", "us", "our" or any of their derivatives refer to StashAway Malaysia and its successors and any novatee, assignee, transferee or purchaser of StashAway Malaysia's rights and/or obligations hereunder and any reference to StashAway Malaysia includes a reference to such successor, novatee, assignee, transferee or purchaser.	"Data Peribadi"	membawa maksud yang ditetapkan untuknya dalam Akta Perlindungan Data Peribadi Malaysia 2010;
1.3	The words "you", "your", "yours" or any of their derivatives refer to the person who opened the Account and/or using our Services and shall include, as the context may require, personal representatives (as the case may be).	"Platform"	bermaksud platform dalam talian (yang boleh diakses melalui laman web kami di <a href="http://www.stashaway.my">www.stashaway.my</a> atau melalui aplikasi mudah alih kami) yang dikendalikan oleh kami;
		"Perjanjian Platform"	bermaksud perjanjian antara StashAway Malaysia dan anda, yang dimasuki pada atau sekitar masa yang sama dengan Perjanjian ini, yang mengawal akses atau penggunaan Platform oleh anda;
		"Portfolio"	termasuk suatu Portfolio Anjal;
		"Dasar Privasi "	bermaksud dasar mengenai privasi dan perlindungan Data Peribadi yang diterima pakai oleh kami dan boleh didapati di <a href="http://www.stashaway.my/legal">www.stashaway.my/legal</a> ], sebagaimana mungkin ditambah, dipinda atau diubah dari semasa ke semasa melalui makluman oleh kami kepada anda;
		"SC"	bermaksud Suruhanjaya Sekuriti Malaysia;
		"Perkhidmatan"	bermaksud sebarang perkhidmatan yang disediakan oleh kami

	<p>kepada anda dari semasa ke semasa selaras dengan Perjanjian ini;</p> <p>"Sistem" bermaksud perkakasan, perisian dan pautan telekomunikasi atau mana-mana bahagian daripadanya yang digunakan dari semasa ke semasa bagi tujuan menyediakan, menyokong, mengakses dan/atau sebaliknya boleh merujuk kepada Platform;</p> <p>"Pelaburan Tematik" bermaksud suatu kaedah pelaburan yang berkaitan atau menepati sesetengah kelas tertentu Pelaburan, tema, industry atau sektor, yang ditetapkan oleh kami menurut budi bicaranya sendiri dari semasa ke semasa;</p> <p>"Transaksi" bermaksud transaksi dalam sebarang Pelaburan yang mungkin kami laksanakan bagi pihak anda di bawah Perjanjian ini;</p> <p>1.2 Perkataan "kami" atau mana-mana kata terbitannya merujuk kepada StashAway Malaysia dan penggantinya dan mana-mana penerima novasi, pemegang serah hak, penerima pindahan atau pembeli hak dan/atau kewajiban StashAway Malaysia di dalam ini dan sebarang rujukan kepada StashAway Malaysia termasuk rujukan kepada pengganti, penerima novasi, pemegang serah hak, penerima pindahan atau pembeli tersebut.</p> <p>1.3 Perkataan "anda" atau mana-mana kata terbitannya merujuk kepada orang yang menggunakan atau mengakses Platform kami dan hendaklah termasuk, sebagaimana dikehendaki oleh konteksnya, wakil diri (mengikut keadaan).</p>
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**SCHEDULE 2 - GENERAL TERMS AND CONDITIONS**

Schedule 2 - General Terms and Conditions		Summary
<p><b>1. REPRESENTATIONS</b></p> <p>1.1 You represent and warrant that:</p> <p>(a) you are an individual, and the legal and beneficial owner of the Account;</p> <p>(b) all information and documents provided to us, including the information contained in the pre-admission questionnaire completed by you prior to you opening an Account with us, are true, correct and complete and not misleading in any material way;</p> <p>(c) you have the capacity, power and authority to enter into, exercise your rights and perform and comply with your obligations under this Agreement;</p> <p>(d) all actions, conditions and things required to be taken, fulfilled and done, in order: (i) to enable you to lawfully enter into, exercise your rights and perform and comply with your obligations under this Agreement, and (ii) to ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;</p> <p>(e) your obligations under this Agreement are valid, binding and enforceable;</p> <p>(f) you are solvent, able to pay your debts as they fall due and are a going concern or not an undischarged bankrupt;</p> <p>(g) your entry into, exercise of your rights and/or performance of or compliance with your obligations under this Agreement does not and will not (i) violate any agreement to which you or where applicable, any of your affiliates, is a party or which is binding on any of you or your respective assets, or (ii) result in the existence of, or oblige any of you to create, any security over those assets;</p> <p>(h) you have obtained all consents, licences, approvals or authorisations of, exemptions by or registrations with or declarations by, any governmental or other authority that you require, and these are valid and subsisting and will not be contravened by the execution or performance of this Agreement;</p> <p>(i) your use of our Services complies with all</p>	<p>Through the Agreement, you make certain representations and warranties to us. This includes confirming, amongst others:</p> <ul style="list-style-type: none"> <li>• that you are the person who owns the Account and any benefits of the Account belong to you;</li> <li>• that the information you provide to us are true, accurate and complete;</li> <li>• that you are legally able to enter into the Agreement and do everything required under the Agreement;</li> <li>• that you are not a bankrupt;</li> <li>• that entering into the Agreement will not cause you to be in violation of any of your obligations; and</li> <li>• that you will comply with all Applicable Laws when using our Services.</li> </ul> <p>Melalui Perjanjian, anda membuat representasi dan jaminan tertentu kepada kami. Ini termasuk mengesahkan, antara lainnya:</p> <ul style="list-style-type: none"> <li>• bahawa anda adalah orang yang memiliki Akaun dan apa-apa manfaat Akaun dipunyai oleh anda;</li> <li>• bahawa maklumat yang disediakan oleh anda kepada kami adalah benar, tepat dan lengkap;</li> <li>• bahawa anda berupaya di sisi undang-undang untuk memasuki Perjanjian dan melakukan apa jua yang dikehendaki di bawah Perjanjian;</li> <li>• bahawa anda bukan seorang bankrap;</li> <li>• bahawa kemasukan ke dalam Perjanjian tidak akan menyebabkan anda melanggar sebarang kewajipan anda; dan</li> <li>• bahawa anda akan mematuhi</li> </ul>	

<p>Applicable Laws;</p> <p>(j) you will inform yourself and, if necessary, consult your own professional advisers as to the relevant legal, tax and exchange control regulations in force in the countries of your citizenship, residence or domicile; and</p> <p>(k) you will procure your Authorised Person (as defined below) to understand and comply with all Applicable Laws and these terms.</p>	<p>semua Undang-undang Yang Berkuat Kuasa apabila menggunakan Perkhidmatan kami.</p>
<p><b>2. COMPLIANCE WITH LAW AND TAX IMPLICATIONS</b></p> <p>2.1 The provision of all Services by us to you, any Account and Transaction and the relationship between us and you shall be subject to all Applicable Laws provided that to the extent permitted by law, a breach of any Applicable Law shall not discharge or release you from any of its obligations under this Agreement to us. The availability of any Service or any terms and conditions applicable thereto (including pursuant to this Agreement) may be varied by us without notice to you for compliance (voluntary or otherwise) with the Applicable Laws.</p> <p>2.2 We do not provide any tax or legal advice to you but, may (but are not obliged to) in performing the Services, take into account external legal and tax advice we obtain for this purpose. In providing the Services to you, we may rely on external tax and legal advice but, to the extent permitted by law, accept no responsibility for such advice.</p> <p>2.3 We shall be entitled to rely on and act in accordance with all legislation and any guidelines, codes, or other information applicable to it, including that published by the SC to the extent applicable to us and we shall not incur any liability to you as a result of so relying or acting. For the avoidance of doubt, this Agreement shall be construed in accordance with any Applicable Laws.</p> <p>2.4 You agree that nothing in this Agreement shall exempt, limit or exclude us from acting in compliance with any applicable guidelines or any other Applicable Laws in carrying out its obligations under this Agreement. To the extent that any provision of this Agreement is inconsistent with the requirements of any Applicable Laws or other information applicable to us, including that published by the SC, the requirements of the relevant Applicable Laws shall prevail over this Agreement.</p>	<p>The provision of all Services by StashAway Malaysia to you, any Account and Transaction and relationship between StashAway Malaysia and you is subject to all Applicable Laws and to the extent permitted by the Applicable Laws. We are not required to take any action which will cause us to be in breach of any Applicable Law.</p> <p>We do not provide you with any tax or legal advice.</p> <p>Penyediaan semua Perkhidmatan oleh StashAway Malaysia kepada anda, sebarang Akaun dan Transaksi dan perhubungan antara StashAway Malaysia dan anda tertakluk kepada semua Undang-undang Yang Berkuat Kuasa dan setakat yang dibenarkan oleh Undang-undang Yang Berkuat kuasa. Kami tidak perlu mengambil sebarang tindakan yang akan menyebabkan kami melanggar sebarang Undang-undang Yang Berkuat Kuasa.</p> <p>Kami tidak memberikan sebarang nasihat cukai atau undang-undang kepada anda.</p>
<p><b>3. IDENTIFICATION</b></p> <p>3.1 You acknowledge that we are obliged to carry out "Know Your Client" procedures in accordance with our policies</p>	<p>You acknowledge that we are required by Applicable Laws and our policies to carry out client due diligence.</p>



<p>and Applicable Laws.</p> <p>3.2 Accordingly, before we can open an Account for you, provide you with our Services or enter into any Transaction for your Account, you must submit to us (through our website or such other method as we may notify you) all the documents, evidence, and information as we may require to carry out such "Know Your Client" procedures. You undertake to inform us promptly of any change in the information provided. You hereby authorise us to contact your Authorised Person directly to carry out such "Know Your Client" procedures. In this respect, you are responsible to ensure that the provision of documents, evidence and information relating to the Authorised Person provided by you to us has been given the appropriate authorisation by the Authorised Person.</p> <p>3.3 In addition, you agree to provide any information or documents requested by us in relation to any Account, Transaction and Services, including, where desirable or where required for the purposes of complying with any Applicable Law or pursuant to any order, direction, or request by any applicable court, government or regulatory authority. This includes but is not limited to any applicable anti-money laundering requirements, or any applicable tax disclosure or reporting obligations.</p> <p>3.4 Specifically, and without prejudice to the generality of our rights under paragraph 3.3 of this Schedule 2, we may (where applicable) share the information you provide to us to the Inland Revenue Board of Malaysia and/or the Internal Revenue Service of the United States of America for the purposes of complying with our obligations under applicable tax disclosure or reporting obligations. Without prejudice to any other representation and/or warranty you have provided, you confirm that you have examined the information and documents you have provided to us and such information and documents are true, correct and complete.</p>	<p>We may share information you provide to us with relevant court, government or regulatory authorities. You confirm that you have examined the information and documents you have provided to us and such information and documents are true, correct and complete.</p> <p>Anda mengakui bahawa kami dikehendaki, di bawah Undang-undang Yang Berkuat Kuasa dan dasar kami, untuk melaksanakan ketekunan wajar klien.</p> <p>Kami boleh berkongsi maklumat yang disediakan oleh anda kepada kami dengan mahkamah, kerajaan atau pihak berkuasa pengawalaturan yang berkenaan. Anda mengesahkan bahawa anda telah menyemak maklumat dan dokumen yang telah anda berikan kepada kami dan maklumat dan dokumen tersebut adalah benar, tepat dan lengkap.</p>
<p><b>4. USE OF OUR SERVICES</b></p> <p>4.1 After opening an Account with us, you shall be entitled to enjoy the Services through our Platform which we may provide, subject to any addition, modification, suspension or termination of such Services in accordance with this Agreement.</p> <p>4.2 We may monitor all your use of Services so as to detect any improper activity relating thereto. You shall comply in a timely manner with our requests for information, documents and other material requested by us.</p> <p>4.3 You agree to use our Services only for lawful purposes,</p>	<p>After opening an Account with us, you are entitled to enjoy the Services through our Platform or alternative means as we may inform.</p> <p>We may monitor your use of our Services.</p> <p>Selepas membuka Akaun dengan kami, anda berhak menikmati Perkhidmatan melalui Platform kami atau cara alternatif sebagaimana yang boleh dimaklumkan oleh kami.</p>

<p>in accordance with the terms of this Agreement.</p> <p>4.4 We may at our absolute discretion provide alternative means by which you may enjoy the Services outside the Platform, which will be subject to such terms and conditions as we may notify you.</p>	<p>Kami mungkin memantau penggunaan Perkhidmatan kami oleh anda.</p>
<p><b>5. AUTHORISATION TO ACT</b></p> <p>5.1 You authorise us to act on your behalf (with full rights of substitution) with full authority to in your name do on your behalf all things you could have done for the purposes of:</p> <ul style="list-style-type: none"> <li>(a) carrying out any Transactions for your Account or any of your Instructions;</li> <li>(b) directing any third party, including Intermediaries and Affiliates, to acquire, hold, transfer, dispose of or otherwise deal with Investments on your behalf, which shall include, among other things, the execution of investment agreements, subscription agreements and such other agreements as may be necessary, or to perform such other acts to effect such acquisition, holding, transfer, disposal or dealing with Investments;</li> <li>(c) discharging any of our obligations to you under this Agreement; and/or</li> <li>(d) generally, doing all such other acts and things, and taking all such other steps and exercising such discretion, rights and powers as we may in our opinion consider expedient, necessary or desirable for the purpose of or in connection with our provision of Services to you, or to preserve our rights under this Agreement.</li> </ul> <p>5.2 If you wish to appoint an attorney or any person ("<b>Authorised Person</b>") to give Instructions, sign any document and/or perform any act on your behalf, you must provide us with the power of attorney or such other instrument appointing the Authorised Person to act on your behalf, in the form and substance acceptable to StashAway Malaysia. You are bound by and remain liable for all acts and transactions of the Authorised Person, and is responsible to ensure that the Authorised Person acts within the power or authority. You agree that StashAway Malaysia reserves the absolute right and discretion to accept or reject your application to appoint any Authorised Person, without assigning any reason whatsoever.</p> <p>5.3 We shall be entitled to rely on the Instructions of the Authorised Person and act in accordance with any reasonable interpretation thereof which we believe in</p>	<p>You authorise us to act on your behalf to do the following things for the following purposes as set out under paragraphs 5.1(a) to (c).</p> <p>You may authorise an attorney or any person to act on your behalf, upon the terms and subject to the conditions of this Agreement.</p> <p>Anda memberi kuasa kepada kami untuk bertindak bagi pihak anda untuk melakukan perkara berikut bagi tujuan berikut sebagaimana yang dibentangkan dalam perenggan 5.1(a) hingga (c).</p> <p>Anda boleh memberi kuasa kepada wakil atau sesiapa untuk bertindak bagi pihak anda, atas terma-terma dan tertakluk kepada syarat-syarat Perjanjian ini.</p>

<p>good faith to be the correct interpretation. We may refuse to act on incomplete or unclear Instructions. You shall not hold us liable in any way for acting or omitting to act on inconsistent, ambiguous or incomplete Instructions.</p> <p>5.4 You must notify StashAway Malaysia in writing immediately, if you wish to revoke or to vary the scope of and extent of the power or authorisation, or to substitute the Authorised Person. We may continue to act on the authority of your existing Authorised Person until the receipt of the notification in writing by us. You shall not hold us liable in any way due to any default, failure or delay of the aforesaid notification on revocation and variation on your part.</p>	
<p><b>6. STATEMENTS AND DOCUMENTS</b></p> <p>6.1 Any statements and any other documents sent will be sent to you through a URL link to the Platform which will be provided to you via electronic means to the electronic mail address indicated by you at Account Opening or edited subsequently through the “Change of Email procedure” available on the Platform. You agree and acknowledge that such documents will be made available for viewing on the Platform, and therefore, you may download, save or print the documents for your subsequent reference. If you wish to receive your statements and other documents by hard copy, please contact our Client Support at support@stashaway.my.</p> <p>6.2 You agree to verify the correctness of all details contained in each statement, or any document sent to you and inform us within 14 days from the date of such document of any discrepancies, omissions, or errors. Upon the expiry of this period, the details in such documents shall be conclusive evidence against you (save for manifest or clerical error) without further proof, except as to any alleged errors so notified, that such details are correct, but subject always to our right to amend or delete from time to time, any details wrongly inserted by us as set out in paragraph 6.3 of this Schedule below. Except as provided in this paragraph, and provided that we are not fraudulent or in wilful default, we shall be free from all claims in respect of any Account or the details of the Transactions or Services contained in such documents.</p> <p>6.3 We have the right, upon giving reasonable notice to you, to reverse any entry, demand refund, and/or debit the Account in respect of any overpayment or wrongful credit in the Account.</p> <p>6.4 Without prejudice to any of the foregoing we may at any time without prior notice to you rectify any clerical errors</p>	<p>We will send statements and other documents to you through a URL link to the Platform which will be provided to you by e-mail. You agree to check the details of such statements and documents and inform us within 14 days from the date of such document of any discrepancies, omissions, or errors. At the end of the 14 days period, all details contained in each contract note, statement, transaction advice sent to you will be conclusive and cannot be challenged or contradicted by you (save where there is very serious or clerical error).</p> <p>Kami akan menghantar penyata dan dokumen lain kepada anda melalui pautan URL kepada Platform yang akan diberikan kepada anda melalui e-mel. Anda bersetuju untuk menyemak butir-butir penyata dan dokumen tersebut dan memaklumkan kami dalam masa 14 hari dari tarikh dokumen tersebut tentang sebarang percanggahan, ketinggalan, atau kesilapan. Pada akhir tempoh 14 hari, semua butir-butir yang terkandung dalam setiap nota kontrak, penyata, makluman transaksi yang dihantar kepada anda adalah konklusif dan tidak boleh dicabar atau disangkal oleh anda (kecuali jika terdapat kesilapan serius atau kesilapan</p>

<p>that may have been made.</p> <p>6.5 Where you have not received any document, advice, statement of account, contract note, Confirmation, or other notification relating to a specific Transaction within the normal period for postal deliveries, you must advise us immediately.</p>	<p>perkeranian).</p>
<p><b>7. CURRENCY CONVERSION</b></p> <p>7.1 We are entitled to arrange for the conversion of any sum received by us (whether for credit into your Account or in payment of any sum due to us) to the currency of the Account or the currency in which payment is to be made, as the case may be, at a rate of exchange determined by the relevant bank where the bank account is maintained at the relevant time.</p> <p>7.2 We may, at any time at a rate determined by the relevant bank where the bank account is maintained, arrange for the conversion of any amount in any Account or standing to your credit to any other currency for the purposes of carrying out your Instructions or exercising our rights under this Agreement. Exchange rate losses and the costs of conversion shall be borne by you.</p>	<p>We can, at any time, arrange for the conversion of any amount in any Account or standing to your credit to any other currency at a rate determined by the bank where the bank account is held to carry out your Instructions or to exercise our rights under this Agreement. You will bear the exchange rate losses and costs of conversion.</p> <p>Kami boleh, pada bila-bila masa, mengatur supaya sebarang jumlah dalam mana-mana Akaun atau jumlah kredit dalam nama anda ditukar kepada sebarang mata wang lain pada kadar yang akan ditentukan oleh bank di mana akaun bank dipegang untuk memenuhi Arahan anda atau melaksanakan hak kami di bawah Perjanjian ini. Anda hendaklah menanggung kerugian kadar pertukaran dan kos pertukaran.</p>
<p><b>8. SET-OFF AND LIEN</b></p> <p>8.1 For so long as you owe monies or obligations (of any nature and however arising) to us, you may not withdraw your Assets from your Account without our consent. We may at any time withhold any Assets pending full settlement of all such monies or obligations owed by you.</p> <p>8.2 All your Assets in your Account shall be subject to a continuing first fixed charge and general lien for the discharge of all obligations due from you to us. We have the power to sell any Assets in or towards settlement of your obligations to us.</p> <p>8.3 All documents of title and other documents relating to the Assets shall be deposited or transferred by you to us or otherwise placed at our order or at our disposal or under our control.</p> <p>8.4 You warrant and undertake that none of the Assets held in your Account are or shall be subject to any lien or</p>	<p>If you owe monies or do not do anything you are required to do under the Agreement, you may not withdraw your Assets from your Account without our permission. We may at any time prevent you from using your Assets until you have fully settled all the monies owed by you or do what you are required to do under the Agreement.</p> <p>We have control of your Assets in your Account by way of a continuing first fixed charge and general lien. The effect of the continuing fixed charge and general lien is such that if you do not do what you are required to do under the Agreement, we will have the power to sell any Assets</p>

<p>charge in favour of any other person.</p> <p>8.5 Without prejudice to any right of set-off or general lien or other rights to which we may be entitled, we may set-off from any Assets held in your Account (including any of your monies held in a trust account) against and in whole or partial payment of any sum or liability owed by you to us.</p> <p>8.6 You authorise us to do anything in your name which is necessary for us to be able to do any of the foregoing.</p> <p>8.7 Our rights under this Agreement are in addition to any other rights we have at law or under any other agreement, and shall not prejudice any other rights or security that we may have.</p>	<p>in your Account to compensate for the failure of your performance of your obligation under the Agreement owed to us.</p> <p>Jika anda berhutang wang atau tidak melakukan apa-apa perkara yang perlu anda lakukan di bawah Perjanjian, anda tidak boleh mengeluarkan Aset anda daripada Akaun anda tanpa kebenaran kami. Kami boleh pada bila-bila masa menghalang anda daripada menggunakan Aset anda sehingga anda telah menjelaskan dengan sepenuhnya semua wang yang terhutang oleh anda atau melakukan perkara yang perlu anda lakukan di bawah Perjanjian.</p> <p>Kami mempunyai kawalan terhadap Aset anda dalam Akaun anda melalui gadaian tetap pertama dan lien am yang berterusan. Kesan gadaian tetap pertama dan lien am yang berterusan ini adalah bahawa jika anda tidak melakukan perkara yang perlu anda lakukan di bawah Perjanjian, kami mempunyai kuasa untuk menjual sebarang Aset dalam Akaun anda untuk memberi pampasan bagi kegagalan anda untuk melaksanakan kewajipan anda di bawah Perjanjian kepada kami.</p>
<p><b>9. RELATED DEALINGS</b></p> <p>9.1 All Transactions that you carry out with us and/or Services we provide to you shall be interrelated. We are therefore entitled to withhold performance of or not to perform our obligations should you fail to fulfil any one of the obligations incumbent upon you.</p>	<p>All your Transactions and Services we provide to you are connected and related. If you do not fulfil your obligations for any one of them, we have the right not to carry on any activities for you in respect of your other Transactions and Services.</p> <p>Semua Transaksi anda dan Perkhidmatan yang kami sediakan kepada anda adalah saling berhubung dan berkait. Jika anda tidak memenuhi kewajipan anda untuk mana-mana satu daripadanya, kami</p>

	berhak untuk tidak melaksanakan sebarang aktiviti untuk anda berhubung dengan Transaksi dan Perkhidmatan anda yang lain.
<p><b>10. INDIVIDUAL ACCOUNTS ONLY</b></p> <p>10.1 Currently, you may only open an Account with us as an individual.</p> <p>10.2 Your executor or administrator shall be the only person recognised by us in the event of your death. Upon your death, we are entitled to retain any of your Assets by us, and any monies payable to or credit in any Account until such time that a grant of probate or letters of administration are produced by your executor or administrator.</p>	<p>Currently, we only offer individual Accounts (e.g. we do not offer joint accounts). In the event of your death, we will recognise your executor or administrator as the person entitled to operate your Account.</p> <p>Pada masa ini, kami hanya menawarkan Akaun individu (misalnya kami tidak menawarkan akaun bersama). Sekiranya anda meninggal dunia, kami akan mengiktiraf wasi atau pentadbir anda sebagai orang yang berhak mengendalikan Akaun anda.</p>
<p><b>11. REFERRALS</b></p> <p>11.1 You may have been introduced to us by a third party. We do not accept responsibility for any conduct, action, representation or statement of such third party. We may share our Fees with or provide such other benefit as we may deem appropriate to such third party or any other third party.</p>	<p>If you were introduced to us by a third party, we do not accept any responsibility for the conduct, action, representation or statement of the referring third party. We may share our Fees with or provide other benefit as it to the referring third party or any other third party.</p> <p>Jika anda diperkenalkan kepada kami oleh pihak ketiga, kami tidak akan menanggung sebarang tanggungjawab terhadap kelakuan, tindakan, representasi atau kenyataan oleh pihak ketiga yang membuat rujukan tersebut. Kami mungkin berkongsi Fi kami atau menyediakan manfaat lain kepada pihak ketiga yang membuat rujukan atau mana-mana pihak ketiga lain.</p>
<p><b>12. DORMANT ACCOUNTS AND UNCLAIMED ASSETS</b></p> <p>12.1 In the event that you have not accessed your Account through the Platform or otherwise undertaken any activity in relation to your Account (such as transfer-in of funds) for five (5) years, the Account will be deemed dormant and de-activated. Re-activation is required for the Account to resume activity. If you wish to re-activate</p>	<p>If you have not accessed your Account through the Platform or otherwise undertaken any activity in relation to your Account for five (5) years, your Account will be deemed dormant and de-activated. If you wish to re-activate the Account, you agree</p>



the Account, you agree to provide us with such information as we may require to authenticate your identity. Otherwise, we may terminate your Account in accordance with this Agreement. If we determine in good faith that we are still unable to trace you in the five (5) years following dormancy, the Account will be terminated and you agree that all Assets then standing to the credit of any Account or otherwise held by us or our Affiliate (as the case may be) together with any property as may from time to time continue to accrue to those monies and property (whether by way of dividends, interest or otherwise) may forthwith be liquidated by us and the proceeds of the liquidation (after setting off any applicable administrative costs) shall be held by us for your benefit for a period of one (1) year. If any of the proceeds payable to you remain unclaimed by you after a period of one (1) year from the date on which it became payable, we shall surrender such unclaimed amount to the Registrar of Unclaimed Moneys, in accordance with the provisions of the Malaysian Unclaimed Moneys Act 1965. You thereafter shall have no right whatsoever to claim such proceeds from us, you being deemed to have waived and abandoned all your rights to such proceeds (and any other property as may accrue to it).

to provide us with information we require to authenticate your identity.

If you remain uncontactable in the next five (5) years after the Account has been deemed dormant, your Account will be terminated and we are entitled to liquidate any remaining Assets in any Account or any Assets held for you by us or our affiliate (including accrued dividends, interests or otherwise) and hold the proceeds of the liquidation (after setting off any applicable administrative costs) for your benefit for a period of one (1) year. If any of the proceeds payable to you remain unclaimed by you after a period of one (1) year from the date on which it became payable, we shall surrender such unclaimed amount to the Registrar of Unclaimed Monies, in accordance with the provisions of the Unclaimed Moneys Act 1965.

Jika anda tidak mengakses Akaun anda melalui Platform atau sebaliknya melaksanakan apa-apa aktiviti berkaitan dengan Akaun anda selama lima (5) tahun, Akaun anda akan dianggap dorman dan dinyahaktif. Jika anda ingin mengaktifkan semula Akaun, anda bersetuju memberikan maklumat kepada kami yang kami perlukan untuk mengesahkan identiti anda.

Jika anda masih tidak dapat dihubungi dalam tempoh lima (5) tahun seterusnya selepas Akaun dianggap dorman, Akaun anda akan ditamatkan dan kami berhak mencairkan sebarang Aset yang tinggal dalam mana-mana Akaun atau mana-mana Aset yang dipegang untuk anda oleh kami atau ahli gabungan kami (termasuk dividen yang terakru, faedah atau sebaliknya) dan



	<p>memegang hasil pencairan (selepas menolak sebarang kos pentadbiran yang berkenaan) untuk manfaat anda bagi tempoh satu (1) tahun. Jika sebarang hasil yang perlu dibayar kepada anda masih tidak dituntut oleh anda selepas tempoh satu (1) tahun dari tarikh ia perlu dibayar, kami akan menyerahkan jumlah yang tidak dituntut tersebut kepada Pendaftar Wang Tak Dituntut, selaras dengan peruntukan Akta Wang Tak Dituntut 1965.</p>
<p><b>13. NO WAIVER</b></p> <p>13.1 No failure or delay on our part in exercising any power of sale or any other rights or options hereunder and no notice or demand which may be given to or made upon you by us with respect to any power of sale or other right or option hereunder, shall constitute a waiver thereof, or limit or impair our right to take any action or to exercise any power of sale or any other rights or options hereunder without notice or demand, or prejudice our rights as against you in any respect or render us responsible for any Losses arising therefrom. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.</p> <p>13.2 We may grant time or other indulgence to you or any other person, without impairing or affecting in any way any of our rights as against you or any such other persons.</p>	<p>Our failure or delay in exercising any rights we have under this Agreement does not mean that we waive our rights to take such action.</p> <p>Kegagalan atau kelewatan kami untuk melaksanakan sebarang hak di pihak kami di bawah Perjanjian ini tidak bermaksud kami menepikan hak kami untuk mengambil tindakan tersebut.</p>
<p><b>14. ELECTRONIC RECORDS</b></p> <p>14.1 Our records (including computer and microfilm stored records or any other electronic records stored by us) of all matters relating to you, any Transactions on your Accounts, the Accounts and/or any Services provided to you is conclusive evidence of such matters and is binding against you for all purposes, save for manifest or clerical error, subject to our right to rectify any error or omission therein and our right to adduce other evidence. You hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever.</p> <p>14.2 You acknowledge and agree that we shall be entitled to destroy or dispose of all registers, statements and other records and documents relating to the Account, Services</p>	<p>Any records we stored of you, Transactions on your Accounts and/or Services provided to you are conclusive and cannot be challenged by you.</p> <p>Apa-apa rekod yang disimpan oleh kami tentang anda, Transaksi pada Akaun anda dan/atau Perkhidmatan yang disediakan kepada anda adalah konklusif dan tidak boleh dicabar oleh anda.</p>

<p>or Transactions at any time after the expiration of any period of retention required by Applicable Law. We shall not be liable in any way for such destruction or disposal.</p>	
<p><b>15. AFFILIATES</b></p> <p>15.1 You acknowledge and agree that we may, in the conduct of our functions, instead of acting ourselves, delegate to or appoint any service provider, agent, sub-agent, contractor, sub-contractor, broker, dealer, custodian, nominee or other third parties, whether in Malaysia or otherwise, (and such persons shall each be referred to in this Agreement as an "<b>Affiliate</b>" of ours, where the context permits) to carry out, execute or clear any Transaction, hold, custodise or deal with your Assets, or provide ongoing maintenance and support services for the operation of the Platform or such other Services or business as may be required by us.</p> <p>15.2 You acknowledge and agree that we may delegate to such Affiliates all or any of the power, authority or discretion vested in us and any such delegation may be made upon such terms and conditions and subject to such regulations (including the power to sub-delegate) as we may think fit and, provided always that we shall have exercised reasonable care in the selection of such Affiliate, we shall not be bound to supervise the actions of and shall not in any way or to any extent be responsible for any Losses incurred by you for any failure, neglect, default or breach by any such Affiliate.</p> <p>15.3 You agree that our employees, officers, or Affiliates shall not have any authority to bind us to any obligations or liabilities as otherwise expressly provided in this Agreement.</p>	<p>You acknowledge that we may use third parties to carry out Services on our behalf and you authorise us to do so.</p> <p>Anda mengakui bahawa kami boleh menggunakan pihak ketiga untuk melaksanakan Perkhidmatan bagi pihak kami dan anda membenarkan kami berbuat demikian.</p>
<p><b>16. CONFIDENTIAL INFORMATION</b></p> <p>16.1 <u>Our duty.</u> Save as permitted under this Agreement or any other agreement with you, we shall treat all information relating to you and your Accounts as confidential.</p> <p>16.2 <u>Non-confidential information.</u> You acknowledge that the following information will not be regarded as confidential information and we do not owe you or any other person any duty to keep such information confidential:</p> <p>(a) information that as at the date of its disclosure is in the public domain (other than through a breach of this Agreement) or which subsequently enters the public domain;</p> <p>(b) information that was already in our possession before you provided the information to us;</p> <p>(c) information which we received from a third party</p>	<p>Paragraph 16 sets out how both you and us are required to treat confidential information exchange in relation to you and your Accounts, including who we may disclose Confidential information to.</p> <p>Please also take note of our Privacy Policy which you may access at <a href="http://www.stashaway.my/legal">http://www.stashaway.my/legal</a>. You agree to the terms of the Privacy Policy on how we may use, disclose and transfer your Personal Data.</p> <p>Perenggan 16 membentangkan bagaimana anda dan kami perlu memperlakukan maklumat sulit</p>

<p>who has lawfully acquired such information and is under no confidentiality obligation regarding its disclosure to us; and</p> <p>(d) any information which is anonymised or encrypted in such a manner where the identities of any person cannot be readily inferred, or which cannot be referable to any particular person.</p> <p>16.3 <u>Exceptions from duty of confidence.</u> You give us permission to disclose information relating to you, your Authorised Person, your Account, Assets, Investments and Transactions to the following persons and/or circumstances:</p> <p>(a) any of our directors, officers, employees, representatives, agents or delegates;</p> <p>(b) any of our Affiliates, shareholders or related corporations and any of their successors, assigns or sub-contractors, and their directors, officers, employees, representatives, agents or delegates;</p> <p>(c) any of our Intermediaries for the purposes of providing our services to you;</p> <p>(d) our professional advisers, consultants and auditors;</p> <p>(e) anyone who takes over or may take over all or part of our rights or obligations under this Agreement or anyone this Agreement (or any part of it) is transferred to or may be transferred to;</p> <p>(f) any person whom we believe in good faith to be your legal advisers or other professionals;</p> <p>(g) any Regulatory Body in any jurisdiction, in so far as we need to do so to keep to Applicable Laws, or which we in good faith believe that we should keep to;</p> <p>(h) any person pursuant to a request by any Regulatory Body (regardless of the reason for such request and whether such request is exercised under a court order or otherwise); and</p> <p>(i) such other persons or under such other circumstances as you agree,</p> <p>provided that in the case of disclosures under any of the circumstances in (a) to (d), we shall, where reasonably possible, procure that the recipient is subject to the same duty of confidence.</p>	<p>yang saling diberikan berkaitan dengan anda dan Akaun anda, termasuk kepada siapa kami boleh dedahkan maklumat Sulit.</p> <p>Sila juga ambil maklum tentang Dasar Privasi kami yang boleh diakses oleh anda di <a href="http://www.stashaway.my/legal">http://www.stashaway.my/legal</a>. Anda menyetujui terma-terma Dasar Privasi mengenai bagaimana kami boleh menggunakan, mendedahkan dan memindahkan data peribadi anda.</p>
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<p>16.4 <u>Survival</u>. The permission you give by agreeing to paragraph 16 of this Schedule will apply even after this Agreement ends or your Account is terminated.</p> <p>16.5 <u>Your duties</u>. Any data, information or message transmitted to you through our System, the Platform or otherwise is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you should immediately notify us and delete or destroy such data, information or message, including all copies thereof.</p> <p>16.6 <u>Confidentiality of Other Information</u>. You must keep confidential, all information about the Platform, our System and any information, data, materials or documents provided to you.</p> <p>16.7 <u>Authorised Person</u>. You confirm that in the event you provide to us any Personal Data of the Authorised Person, you have obtained such person's requisite consent for the Personal Data to be provided to, used or processed by StashAway Malaysia.</p>	
<p><b>17. CONFLICTS OF INTEREST</b></p> <p>17.1 We may enter into agreements with Intermediaries or deal in products and investments that you may transact in or through, or provide services to others whose interest may conflict or compete with yours, or otherwise be placed in a position of conflict. You agree that there may be circumstances when we or our Affiliates act in such capacities or are in such positions of conflicts where we may be remunerated, make profit, receive fees, commissions, rebates, discounts and/or other benefits. You consent and agree that we and/or our Affiliates may continue to enter into such Transactions and/or Investments. We shall disclose such circumstances to you in a timely manner. You agree that we may receive such other remuneration, profit, fees, commissions, discounts and/or other benefits arising from such Transactions and/or Investments.</p> <p>17.2 In the instances where we receive any rebates arising from such Transactions, Investments and/or any other Transactions made on your behalf, we will redirect such rebates to your Account. Furthermore, you agree that we may receive soft commissions arising from such Transactions, Investments and/or any other Transactions made on your behalf, and we hereby agree to disclose details of such soft commissions as soon as practicable upon our receipt of the soft commissions.</p>	<p>We may enter into agreements with Intermediaries which result in us receiving rebates and/or commissions in relation to Transactions entered into with the Intermediaries.</p> <p>In respect of such rebates, we will pass on such rebates to you and deposit the same into your Account.</p> <p>You agree that we may receive soft commissions and we agree to disclose details of such soft commissions as soon as possible upon our receipt of the soft commissions.</p> <p>We shall disclose conflicts of interest situations and policies in handling such conflicts with you in a timely manner.</p> <p>Kami boleh memeterai perjanjian dengan Pengantara yang menyebabkan kami menerima rebet dan/atau komisen yang berkaitan dengan Transaksi yang dimeterai dengan Pengantara.</p>

	<p>Berkeanaan dengan rebet tersebut, kami akan menyerahkan rebet tersebut kepada anda dan memasukkannya ke dalam Akaun anda.</p> <p>Anda bersetuju bahawa kami boleh menerima komisen mudah dan kami bersetuju untuk mendedahkan butir-butir komisen mudah tersebut secepat mungkin setelah kami menerima komisen mudah tersebut.</p> <p>Kami akan mendedahkan situasi konflik kepentingan dan polisi dalam menangani konflik tersebut dengan anda tepat pada masanya.</p>
<p><b>18. RECORDING</b></p> <p>18.1 You authorise us and any of our Affiliates to record any telephone conversation or any electronic communication conducted between you and us or our personnel, to retain such recordings and use them in such manner as we consider appropriate. The recordings shall be admissible in evidence in legal proceedings and shall have the same probative value as a written original document. You shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records and you hereby waive any right (if any) to so challenge or dispute. You agree that the recordings made by us shall be conclusive evidence of the contents and shall be binding on you.</p>	<p>We and our Affiliates may record communications with you and use them as we deem appropriate, including as evidence in court.</p> <p>Kami dan Ahli Gabungan kami boleh merekodkan komunikasi dengan anda dan menggunakannya sebagaimana kami anggap sesuai, termasuk sebagai bukti di mahkamah.</p>
<p><b>19. SUSPENSION AND TERMINATION OF SERVICE</b></p> <p>19.1 <u>Immediate termination by us.</u> We reserve the right to restrict, temporarily or permanently suspend or terminate your Account, or the provision of any Services, at any time and with immediate effect, without incurring liability of any kind to you, if any of the following events occur:-</p> <p>(a) you or the Authorised Person, where applicable, have not fully complied with our account opening criteria and/or met our account opening criteria (as we shall set from time to time), including, our "Know Your Client" procedures;</p> <p>(b) you fail to make any payment to us or any other party when due, whether under this Agreement or otherwise for the Services;</p>	<p>Paragraph 19.1(a) to (s) sets out the circumstances where we can restrict, suspend or terminate your Account, or the operation of the Platform or any Services at any time and with immediate effect, without having to be liable to you. Otherwise, we also have the right to terminate this Agreement with at least 14 days' written notice, or with shorter or immediate notice in certain cases.</p> <p>You may terminate your Account immediately by providing us with notice through your Account page on the Platform.</p>

<ul style="list-style-type: none"> <li>(c) your death or insanity;</li> <li>(d) any grounds exist for the presentation of a bankruptcy petition against you;</li> <li>(e) any representation or warranty made by you under this Agreement or through the Platform or for the Services is incomplete, untrue, incorrect or misleading in any material respect;</li> <li>(f) you have breached the terms of this Agreement;</li> <li>(g) you are using the Platform or the Services in a manner that may cause us to breach Applicable Laws, have legal liability or disrupt others' use of the Platform or the Services;</li> <li>(h) you are using the Platform or the Services for any illegal activities or where we have reasonable suspicion that you may be doing so, or we become aware or suspect that your Account is or will be used for illegal, fraudulent or unauthorised uses;</li> <li>(i) we become aware or suspect that your Access Methods (i.e. any user identification, passwords and other security credentials assigned to you and required to access and use the Platform) are stolen, lost, damaged or compromised;</li> <li>(j) we become aware or suspect that the person logged into your Account is not you;</li> <li>(k) we are required to do so by Applicable Laws or pursuant to a request by any Regulatory Body;</li> <li>(l) scheduled downtime or recurring downtime;</li> <li>(m) a Force Majeure Event;</li> <li>(n) you publish, post, transfer, distribute or upload any content or information to the Platform which is false, misleading or inaccurate, contains rude and inappropriate language or which creates the impression that any content is sponsored or endorsed by us;</li> <li>(o) you modify, adapt or reverse engineer the Platform or any part thereof;</li> <li>(p) you transmit any viruses, worms, defects, Trojan horses or any other items of a destructive nature, or that may otherwise compromise the security of the Platform;</li> <li>(q) you create multiple Accounts;</li> <li>(r) you create Accounts by automated means or</li> </ul>	<p>Once your Account has been terminated, we will sell your Assets and arrange for any credit balance to be transferred to your bank account.</p> <p>Perenggan 19.1(a) hingga (s) membentangkan keadaan apabila kami boleh menyekat, menggantung atau menamatkan Akaun anda, atau operasi Platform atau sebarang Perkhidmatan pada bila-bila masa dan berkuat kuasa serta-merta, tanpa menanggung tanggungjawab kepada anda. Sebaliknya, kami juga berhak menamatkan Perjanjian ini dengan notis bertulis selama sekurang-kurangnya 14 hari, atau dengan notis lebih singkat atau notis serta-merta dalam keadaan tertentu.</p> <p>Anda boleh menamatkan Akaun anda dengan serta-merta dengan memberikan notis kepada kami melalui halaman Akaun anda di Platform.</p> <p>Apabila Akaun anda ditamatkan, kami akan menjual Aset anda dan membuat perkiraan supaya sebarang baki kredit dipindahkan ke dalam akaun bank anda.</p>
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<p>under false or fraudulent pretenses; or</p> <p>(s) you are, in our opinion, the subject of any adverse publicity or involved in any litigation that we reasonably believe would be detrimental to our interests.</p> <p>19.2 For the purpose of paragraph 19.1(m) of this Schedule, "<b>Force Majeure Event</b>" means any event beyond our reasonable control (and which does not relate to or arise by reason of our default or negligence) which renders impossible or hinders our performance of this Agreement including our Services, including, without limitation:</p> <p>(a) war, riot, civil unrest or revolution, sabotage, terrorism, insurrection, acts of civil or military authority, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;</p> <p>(b) terrorist attacks, civil war, civil commotions or riots;</p> <p>(c) acts of God, epidemic, pandemic, flood, earthquake, typhoon or other natural disasters or adverse weather or environmental condition;</p> <p>(d) any act of state or other exercise of sovereign, judicial or executive prerogative by any government or public authority, including expropriation, nationalisation or compulsory acquisition or acts claimed to be justified by executive necessity;</p> <p>(e) fire, explosion or accidental damage;</p> <p>(f) collapse of building structures or failure of plant machinery, computers or vehicles;</p> <p>(g) interruption or failure of utility service, including but not limited to electric power, gas or water; or</p> <p>(h) any labour disputes, including but not limited to strikes, industrial action or lockouts;</p> <p>19.3 For the avoidance of doubt, we shall not be in breach of this Agreement, nor liable for any failure or delay in the performance of any other obligations under this Agreement arising from or attributable to any of the circumstances giving rise to a right to termination under paragraph 19.1 of this Schedule.</p> <p>19.4 <u>Termination by notice from us.</u> We may at any time and without liability to you terminate this Agreement including our Services. In such cases, we will endeavor to provide you with not less than 14 days' written notice. However, in certain cases, we may terminate your</p>	
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<p>Account, the Services or this Agreement by providing shorter notice or providing notice with immediate effect. No such termination will affect any Instruction given by you which is properly received by us before the date of such notice.</p> <p>19.5 <u>Termination by notice from you.</u> You may terminate this Agreement or your Account with us at any time by providing us with notice in the manner as we may specify on the Platform. However, no such termination will affect any Instruction given by you which is properly received by us before the receipt of such notice or any action we may take in relation to your Account before the receipt of such notice.</p> <p>19.6 <u>Effect of termination.</u> On termination of the Account or any Services or the agreement or relationship between you and us:</p> <p>(a) you will stop using any Services;</p> <p>(b) all charges, costs and/or expenses due to us or any third parties under this Agreement shall fall due for repayment immediately;</p> <p>(c) we may discharge our entire liability with respect to your Account by selling your Assets at your expense and arranging for any credit balance in your Account to be transferred to you at the earliest time possible and within 15 Business Days from the termination of this Agreement, subject to Applicable Laws and unforeseen processing delays by the banks; and</p> <p>(d) you shall, upon our request (acting reasonably), return, destroy or delete any information or documents received from us, including any copies thereof.</p>	
<p><b>20. INDEMNITY AND EXCLUSION OF LIABILITY</b></p> <p>20.1 You agree to indemnify on a full indemnity basis, to compensate us, and to hold us and all of our employees, officers, Affiliates or counter-party employed or used by us in connection with the Services (collectively, our "<b>Associates</b>") harmless from and against any and all Losses, and reimburse on demand, against all Losses which we or our Associates may suffer or incur arising from or in connection with the operation of the Account, Transactions, Services, or the taking, relying and acting upon or omitting to act on any Instructions, whether incurred directly or indirectly (unless they arise solely from our fraud, gross negligence or wilful default).</p> <p>20.2 We and our Associates shall not be responsible for or liable to you for any Losses (which, for the avoidance of doubt, include but are not limited to any tax imposed</p>	<p>We and our Associates are not liable for any Losses you may incur unless they were caused by our fraud, gross negligence or wilful default. You also agree to indemnify us and our Associates for any Losses which we may incur unless they were caused by our fraud, gross negligence or wilful default.</p> <p>Kami dan Sekutu kami tidak bertanggungjawab atas sebarang Kerugian yang mungkin ditanggung oleh anda kecuali Kerugian tersebut disebabkan oleh penipuan, kecuaiian melampau atau keingkaran yang</p>

<p>pursuant to any Applicable Law arising from or in connection with any Investment) which may be suffered or incurred by you in any way in relation to any Services provided pursuant to this Agreement, or Transaction contemplated under this Agreement, howsoever caused, except for any such loss or damage which is due to our fraud, gross negligence or wilful default. In such event, our liability in connection with any Transaction or Service, shall not exceed the market value of such Transaction or Service at the time of the fraud, gross negligence or wilful default.</p> <p>20.3 We shall not be liable for any Losses incurred by you as a result of any action taken by or omission on our part in good faith. We shall not, in the absence of fraud, gross negligence or wilful default be liable to you for any act or omission in the course of or in connection with the Services rendered by under this Agreement or for any Losses which you may suffer or sustain as a result of, in connection with or in the course of discharge by us of its duties hereunder.</p>	<p>disengajakan oleh kami. Anda juga bersetuju menanggung rugi kami dan Sekutu kami atas sebarang kerugian yang mungkin kami tanggung kecuali kerugian tersebut disebabkan oleh penipuan, kecuaiian melampau atau keingkaran yang disengajakan oleh kami.</p>
<p><b>21. NOTICES</b></p> <p>21.1 All notices, demands or other communications required or permitted to be given under this Agreement (“<b>Notices</b>”) shall be sent as follows:</p> <p>(a) in the case of a Notice to you, to the electronic mail address indicated by you at Account Opening or edited subsequently through the “Change of Email procedure” available on the Platform or by posting a Notice on the Platform; and</p> <p>(b) in the case of a Notice to us, by email to support@stashaway.my.</p> <p>21.2 You are deemed to receive the Notice sent by us upon the earlier of:</p> <p>(a) receipt of the Notice by you on the Platform;</p> <p>(b) receipt of the Notice by you through your electronic mail address; or</p> <p>(c) expiration of the calendar month following the posting of the Notice on the Platform or to your electronic mail address.</p> <p>21.3 We are deemed to receive the Notice sent by you on the date upon which it is sent, unless it is sent after 5.00 pm on a Business Day or at any time on a non-Business Day in which case it will be deemed to have been received on the next following Business Day.</p> <p>21.4 You must promptly inform us in writing of any change in your mailing address, fax number and/or email address</p>	<p>Paragraph 21 sets out the terms and conditions governing notices, demands and communications that are permitted under the Agreement.</p> <p>Perenggan 21 membentangkan terma-terma dan syarat-syarat yang mengawal notis, tuntutan dan komunikasi yang dibenarkan di bawah Perjanjian.</p>

<p>for communication or any of your relevant particulars available in our records and send us all supporting documents we require. We will need a reasonable time period, not being less than seven (7) Business Days from receipt, to act and effect the change in our records, after which, we may rely on the change.</p> <p>21.5 <u>Applicability of this paragraph.</u> Paragraph 21.1 of this Schedule relates only to Notices in respect of matters concerning the Platform or Services.</p>	
<p><b>22. COMPLAINTS HANDLING AND DISPUTE RESOLUTION</b></p> <p>22.1 Any complaint regarding how we handle your Personal Data may be referred to our data protection officer who can be contacted at <a href="mailto:dataprotection@stashaway.my">dataprotection@stashaway.my</a> or +603 9212 4356. Any other complaint, dispute or controversy raised by you should in the first instance be referred, in writing Client Support at <a href="mailto:support@stashaway.my">support@stashaway.my</a>. We will investigate the complaint and report back to you on the findings and the resolution to the complaint or dispute. If you remain dissatisfied with our findings or the handling of your complaint, dispute or controversy, you may, if appropriate, refer to the Courts of Malaysia, or where you have a monetary dispute, you may refer the matter to the Securities Industry Dispute Resolution Center (SIDREC).</p> <p>22.2 Subject to the above paragraph 22.1, any dispute arising out of or in connection with this Agreement and/or the documents referred to herein, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the Courts of Malaysia and both you and we hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the Courts of Malaysia.</p>	<p>Paragraph 22 describes our complaints handling process. If you are dissatisfied with our handling of your complaints, you may, if appropriate, refer the matter to SIDREC, or otherwise, the Courts of Malaysia.</p> <p>Perenggan 22 menerangkan proses pengendalian aduan kami. Jika anda tidak berpuas hati dengan cara kami mengendalikan aduan anda, anda boleh jika sesuai merujuk perkara ini kepada SIDREC, atau sebaliknya kepada Mahkamah Malaysia.</p>

<p><b>23. GENERAL</b></p>	<p>Without our permission, you may not transfer your rights or duties under the Agreement to any other person.</p>
<p>23.1 <u>Further Assurance</u>. You shall execute such other documents, do such acts and things and take such further actions as may be reasonably required or desirable to give full effect to the provisions of this Agreement and the transactions hereunder and you shall use your best endeavors to procure that any necessary third party shall execute such documents, do such acts and things and take such further actions as may be reasonably required for giving full effect to the provisions of this Agreement and the transactions hereunder.</p>	<p>The Agreement is subject to changes made by us; and any such modification to the Agreement will be effective from the date the Agreement is posted at <a href="http://www.stashaway.my/legal">www.stashaway.my/legal</a> or anywhere else as indicated by us. You will be required to review the Agreement, and if you do not agree with any of the changes made by us, you must immediately discontinue operating the Account and/or utilising the Services provided by StashAway Malaysia and terminate the Agreement. If you continue to operate the Account and/or utilise the Services provided by us after such notice, you will be treated as if you have agreed to the changes.</p>
<p>23.2 <u>Assignment</u>. You shall not have the right to assign any of such rights, undertakings, agreements, duties, liabilities and/or obligations hereunder, except with our written consent. We may assign or transfer any of our rights hereunder to any party without your consent, but subject to prior notification.</p>	<p>The Agreement is governed under Malaysian law.</p>
<p>23.3 <u>Variation</u>. We shall be entitled to, by posting an updated version of this Agreement at <a href="http://www.stashaway.my/legal">www.stashaway.my/legal</a>, to supplement, vary and/or modify the terms of this Agreement at any time and such supplement, variation and/or modification shall take effect from the date the Agreement is posted at <a href="http://www.stashaway.my/legal">www.stashaway.my/legal</a> or any other date specified by us. You agree that it shall be your responsibility to review this Agreement regularly. If you do not accept any such supplement, variation and/or modification, you shall immediately discontinue operating the Account and/or utilising the Services provided by us and promptly close your Account and terminate this Agreement. If you continue to operate the Account and/or utilise the Services provided by us after such notice, you are deemed to have agreed to such supplement, deletion, variation and/or modification without reservation.</p>	<p>Anda tidak boleh memindahkan hak atau kewajiban anda di bawah Perjanjian kepada mana-mana orang lain tanpa kebenaran kami.</p>
<p>23.4 <u>Entire Agreement</u>. This Agreement, the documents referred to in this Agreement and the Platform Agreement collectively embody the entire terms and conditions agreed upon by you and us as to the subject matter of the same and supersedes and revokes in all respects all other documents, agreements, letters of intent, and undertakings entered into between you and us, whether such be written or oral, with respect to the subject matter hereof. All provisions of this Agreement, the documents referred to in this Agreement and the Platform Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding completion of the matters set out therein except in respect of those matters then already performed and except where expressly stated to the contrary. This Agreement, the documents referred to in this Agreement and the Platform Agreement shall be</p>	<p>Perjanjian adalah tertakluk kepada perubahan yang dibuat oleh kami; dan sebarang modifikasi pada Perjanjian akan berkuat kuasa pada tarikh Perjanjian dipaparkan di <a href="http://www.stashaway.my/legal">www.stashaway.my/legal</a> atau di mana-mana tempat lain yang dinyatakan oleh kami. Anda hendaklah menyemak Perjanjian dan jika anda tidak bersetuju dengan sebarang perubahan yang dibuat oleh kami, anda hendaklah dengan serta-merta berhenti mengendalikan Akaun dan/atau menggunakan Perkhidmatan yang disediakan oleh StashAway Malaysia dan menamatkan Perjanjian. Jika</p>

<p>binding on and shall endure for the benefit of each of your and our successors in title or legal personal representatives.</p>	<p>anda terus mengendalikan Akaun dan/atau menggunakan Perkhidmatan yang disediakan oleh kami selepas notis tersebut, anda akan dianggap menyetujui perubahan tersebut.</p>
<p>23.5 <u>Survival on Termination.</u> All disclaimers, indemnities and exclusions in this Agreement shall survive the termination of this Agreement.</p>	<p>anda terus mengendalikan Akaun dan/atau menggunakan Perkhidmatan yang disediakan oleh kami selepas notis tersebut, anda akan dianggap menyetujui perubahan tersebut.</p>
<p>23.6 <u>Severance.</u> If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of this Agreement shall continue in full force and effect and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.</p>	<p>Perjanjian dikawal di bawah undang-undang Malaysia.</p>
<p>23.7 <u>No Third Party Rights.</u> A person who is not a party to this Agreement shall have no right under any law, to enforce any provision in this Agreement.</p>	
<p>23.8 <u>Governing Law.</u> This Agreement shall be governed by, and construed in accordance with, the laws of Malaysia.</p>	

**SCHEDULE 3- OVERSEAS-LISTED INVESTMENT PRODUCTS****RISK WARNING**

An overseas-listed investment product\* is subject to the laws and regulations of the jurisdiction it is listed in. Before you trade in an overseas-listed investment product or authorise someone else to trade for you, you should be aware of:

- The level of investor protection and safeguards that you are afforded in the relevant foreign jurisdiction as the overseas-listed investment product would operate under a different regulatory regime.
- The differences between the legal systems in the foreign jurisdiction and Malaysia that may affect your ability to recover your funds.
- The tax implications, currency risks, and additional transaction costs that you may have to incur.
- The counterparty and correspondent broker risks that you are exposed to, including the discrepancy among their records.
- The political, economic and social developments that influence the overseas markets you are investing in.

These and other risks may affect the value of your investment. You should not invest in the product if you do not understand or are not comfortable with such risks.

\*An “overseas-listed investment product” in this statement refers to a capital markets product that is approved in-principle for listing and quotation only on, or listed for quotation or quoted only on, one or more overseas securities exchange(s) or overseas futures exchange(s) (collectively referred to as “overseas exchanges”).

1. This statement does not disclose all the risks and other significant aspects of trading in an overseas-listed investment product. You should undertake such transactions only if you understand and are comfortable with the extent of your exposure to the risks.
2. You should carefully consider whether such trading is suitable for you in light of your experience, objectives, risk appetite, financial resources and other relevant circumstances. In considering whether to trade or to authorise someone else to trade for you, you should be aware of the following:

**Differences in Regulatory Regimes**

- (a) Overseas markets may be subject to different regulations, and may operate differently from approved exchanges in Malaysia. For example, there may be different rules providing for the safekeeping of securities and monies held by custodian banks or depositories. This may affect the level of safeguards in place to ensure proper segregation and safekeeping of your investment products or monies held overseas. There is also the risk of your investment products or monies not being protected if the custodian has credit problems or fails. Overseas markets may also have different periods for clearing and settling transactions. These may affect the information available to you regarding transaction prices and the time you have to settle your trade on such overseas markets.
- (b) Overseas markets may be subject to rules which may offer different investor protection



as compared to Malaysia. Before you start to trade, you should be fully aware of the types of redress available to you in Malaysia and other relevant jurisdictions, if any.

- (c) Overseas-listed investment products may not be subject to the same disclosure standards that apply to investment products listed for quotation or quoted on an approved exchange in Malaysia. Where disclosure is made, differences in accounting, auditing and financial reporting standards may also affect the quality and comparability of information provided. It may also be more difficult to locate up-to-date information, and the information published may only be available in a foreign language.

#### Differences in legal systems

- (d) In some countries, legal concepts which are practiced in mature legal systems may not be in place or may have yet to be tested in courts. This would make it more difficult to predict with a degree of certainty the outcome of judicial proceedings or even the quantum of damages which may be awarded following a successful claim.
- (e) The Securities Commission Malaysia will be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where your transactions will be effected.
- (f) The laws of some jurisdictions may prohibit or restrict the repatriation of funds from such jurisdictions including capital, divestment proceeds, profits, dividends and interest arising from investment in such countries. Therefore, there is no guarantee that the funds you have invested and the funds arising from your investment will be capable of being remitted.
- (g) Some jurisdictions may also restrict the amount or type of investment products that foreign investors may trade. This can affect the liquidity and prices of the overseas-listed investment products that you invest in.

#### Different costs involved

- (h) There may be tax implications of investing in an overseas-listed investment product. For example, sale proceeds or the receipt of any dividends and other income may be subject to tax levies, duties or charges in the foreign country, in Malaysia, or in both countries.
- (i) Your investment return on foreign currency-denominated investment products will be affected by exchange rate fluctuations where there is a need to convert from the currency of denomination of the investment products to another currency, or may be affected by exchange controls.
- (j) You may have to pay additional costs such as fees and broker's commissions for transactions in overseas exchanges. In some jurisdictions, you may also have to pay a premium to trade certain listed investment products. Therefore, before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

#### Counterparty and correspondent broker risks

- (k) Transactions on overseas exchanges or overseas markets are generally effected by your Malaysia broker through the use of foreign brokers who have trading and/or clearing rights on those exchanges. All transactions that are executed upon your instructions with such counterparties and correspondent brokers are dependent on their respective due performance of their obligations. The insolvency or default of such counterparties and correspondent brokers may lead to positions being liquidated or

closed out without your consent and/or may result in difficulties in recovering your monies and assets held overseas.

## Political, Economic and Social Developments

- (l) Overseas markets are influenced by the political, economic and social developments in the foreign jurisdiction, which may be uncertain and may increase the risk of investing in overseas-listed investment products.

You acknowledge that you have received a copy of the Risk Warning Statement and understand its contents.