

Terms and Conditions of Unit Trust Investment Services

条款及细则 单位信托投资服务

This Unit Trust Investment Services Terms and Conditions will take effect on **8 September 2023**.

本单位信托投资服务条款和条件将于在 2023 年 09 月 08 日生效。

This Unit Trust Investment Services Terms and Conditions are available on request and is displayed on Alliance Bank's website at www.alliancebank.com.my. Please take the time to read them as they are binding on you.

该单位信托投资服务条款和条件可应要求提供，并显示在 Alliance Bank 的网站上，网址为 www.alliancebank.com.my。请花时间阅读它们，因为它们对您具有约束力。

Please contact your nearest Alliance Bank branch if you require any clarification.

如果需要任何说明，请与您最近的 Alliance Bank 支行联系。

Thank you for banking with Alliance Bank Malaysia Berhad ("Bank").

1. Definitions and Terms Applicable Generally / 一般适用的定义和术语

1.1 Definition / 定义

In this Terms and Conditions, the following terms and expressions have the corresponding meanings unless otherwise expressly stated or unless the context requires another meaning:

在本条款和条件中，除非另有明确说明或上下文要求其他含义，否则以下术语和表达具有相应的含义：

The words "I", "me", "my", "mine", "we", "us" and "Customer" refer to the person(s) / applicant(s) / account holder(s) who opened the Account(s) (defined below) or whose name(s) appearing in the Bank's prescribed forms, and will, where the context so permits, include my Authorised Signatory(ies) (defined below), the successor(s), personal or legal representative(s), permitted assigns. Where the Account(s) is opened by more than one person or by a Corporation, "I", "me", "my" and "mine" will read as "we", "us", "our" and "ours".

“我”，“我的”，“我们”，“我们的”和“客户”一词是指开该账户的人员/申请人/账户持有人（定义如下）或姓名出现在银行规定的表格中，并且在上下文允许的情况下，将包括我的授权签字人（定义如下），继任者、个人或法定代表人、允许的受让人。如果多过一个人或公司开立了账户，则“我”和“我的”将分别表示为“我们”和“我们的”。

The words "you", "your", "yours" and "the Bank" refer to Alliance Bank Malaysia Berhad (Registration No.198201008390 (88103-W)) and shall include its successors and assigns.

“您”，“您的”，“安联银行”和“银行”一词是指马来西亚安联银行有限公司（注册号：198201008390（88103-W））并应包括其继任者和受让人。

The words "Funds" refer to Unit Trust Funds.

“基金”一词是指单位信托基金。

"Account(s)" means one or more Account(s) which I open (or which you open on my behalf) and maintain with you from time to time (being of any type or category, and whether opened in single or joint name(s) or in trust) and "Account" means any of them.

“账户”是指我不时开设（或代表我开设）的一个或多个账户（不限类型或类别，并且以单一或联名开设）或信托形式），“账户”是指其中任何一个。

"Authorised Person(s)" means a person or persons duly authorised by me from time to time to give instructions.

“授权人”是指我不时正式授权发出指示的一个或多个人。

"Authorised Signatory(ies)" refers to any person(s) authorised by me to operate the Account(s) for and on my behalf pursuant to the Bank's prescribed forms or the Board Resolutions (as the case may be) duly signed by me and received by you.

“授权签字人”是指根据我正式签署，并被您收到，的银行规定的表格或董事会决议（视情况而定）授权代表我开立账户的任何人。

"Board Resolutions" means the board resolutions to be signed by us (where we are a company) pursuant to the opening of our Account(s) with you.

“董事会决议”是指我们（在我们为公司的情况下）根据向您开设帐户而签署的董事会决议。

"Business day" means a day other than Saturday, Sunday and gazetted public holiday (whether scheduled or otherwise) on which the Bank and Fund Manager is open for business in Malaysia and subject to the respective Funds' prospectus(es).

“营业日”意指非星期六、星期日、以及宪报公共假期（无论是预定的还是非预定的），其间安联银行与“基金经理”在马来西亚开放营业、且必须遵守相关基金内容说明书的规定

"Custodian" means AllianceGroup Nominees (Tempatan) Sdn Bhd and AllianceGroup Nominees (Asing) Sdn Bhd appointed by the Bank

“托管人”是指银行任命的 AllianceGroup Nominees (Tempatan) Sdn Bhd 和 AllianceGroup Nominees (Asing) Sdn Bhd

"Corporation" includes partnerships, firms, companies and bodies corporate and unincorporated.

“公司”包括合伙企业，公司和法人团体和非法人团体。

"EPF" means the Employees Provident Fund established under the Employees Provident Fund Act 1991 as amended or re-enacted.

“EPF”是指根据 1991 年《雇员公积金法》修订或重新制定的雇员公积金。

"Fund" or "Funds" include mutual funds, unit trusts or other collective investment schemes distributed by Alliance Bank Malaysia Berhad.

“基金”包括安联银行马来西亚有限公司分配的共同基金，单位信托或其他集体投资计划。

"Group" means Alliance Bank Malaysia Berhad together with the related/associated companies includes their assignees and successors-in-title.

“集团”是指安联银行连同相关/联营公司，包括其受让人和继承人。

"individual" means a natural person and includes a sole-proprietor.

“个人”是指自然人，包括独资经营者。

"instructions" means any and all instructions (including approvals, consents and notices) received by you from, or reasonably believed by you to be from me or any Authorised Person(s), including any instructions communicated through any manual or electronic medium or system agreed between me and you.

“指令”是指您从我或您合理地相信我是从我或任何授权人那里收到的或所有合理的指令（包括批准，同意和通知），包括通过我和你之间同意的任何手册或电子媒介或系统传达的任何指令。

"PIDM" means Perbadanan Insurans Deposit Malaysia.

“PIDM”是指马来西亚存款保险机构。

"Securities" includes all sums of money, stocks, shares, bonds, unit trusts, guarantees and securities of any kind, deposited with you from time to time.

“证券”包括不时存放在您手中的所有金钱，股票，债券，单位信托，担保和证券。

"Services" means Unit Trust Investment Services

“服务”是指单位信托投资服务

"Transaction" or "Transactions" means, in relation to investment in Units, the subscription for Units, the redemption of Units, the switching of Units, the transfer of Units or any other dealings in relation to the Units and/or my investments

“交易”是指就单位投资而言，认购单位，赎回单位，转换单位，转让单位或与单位和/或我的投资有关的任何其他交易

"Units" means units of a Fund.

“单位”是指基金的单位。

2. Provision of the Investment Services / 投资服务的规定

2.1 Bank may at its discretion, provide Services to Customer who are desirous of holding, subscribing, switching, cooling-off, transferring or redeeming of Unit Trust Funds ("Funds").

银行可以酌情决定向希望持有，认购，转换，清算，转移或赎回单位信托基金（“基金”）的客户提供服务。

2.2 The Services are available to corporations, partnerships, sole proprietor, association and individuals who have attained the age of at least eighteen (18) years as the date of application.

服务适用于公司，合伙企业，独资经营者，协会和自申请之日起年满十八（18）岁的个人。

2.3 The Bank will make available to the Customer upon request, the most recently published editions of prospectuses, semi annual (if available) or annual reports and other materials ("Fund Information") issued by the respective Unit Trust Management Companies ("Fund Managers") and/or relating to one or more Funds which in each case are approved Funds in Malaysia.

银行将根据要求向客户提供各单位信托管理公司（“基金经理”）发行的最新招股说明书，半年度（如果有）或年度报告以及其他材料（“基金信息”）。和/或与一个或多个在每种情况下均为马来西亚认可的基金有关。

2.4 The Fund Information to be provided to the Customer by the Bank may comprise:

银行提供给客户的资金信息可能包括：

a. Materials produced and provided to the Bank on behalf of the relevant Fund Managers

代表相关基金经理制作并提供给银行的材料

b. Statistical information in respective of past performance of the Funds generated by the Bank in relation to the relevant Funds

银行产生的与相关基金有关的基金过去业绩的统计信息

2.5 The Customer hereby acknowledges and understands that unit trust schemes and units in such schemes are not protected by PIDM.

客户特此确认并了解单位信托计划及该计划中的单位不受马来西亚存款保险机构保障。

2.6 Any application for the holding, subscription, switching, cooling-off, transfer or redemption of Units shall be made by completing and signing the Bank's prescribed form(s).

任何有关持有，认购，转换，清算，转让或赎回基金单位的申请，都应填写并签署银行规定的表格后提出。

2.7 The Customer confirms and declares to the Bank that the Customer shall be bound by the terms and conditions herein

contained in connection with the provision of Services and/or the acquisition and/or sale of any Units in any Funds by the Customer.

客户确认并向银行声明，客户应受此处包含的条款和条件的约束，这些条款和条件与服务条规和/或客户购买或出售任何基金中的任何单位有关。

- 2.8 The acceptance by the Customer of the terms and conditions herein contained constitutes a valid and binding agreement between the Customer and the Bank under which the Bank may act on the Customer's behalf in connection with the acquisition or sale of any Units in any Funds by the Customer in accordance with the terms and conditions herein.

客户接受此处包含的条款和条件构成客户与银行之间的有效且具有约束力的协议，根据该协议的条款和条件，银行可以代表客户购买或出售任何基金的任何单位。

3. Opening of Accounts / 开设账户

- 3.1 Upon applying for the Bank's Services, the Customer shall open an Account on the Bank's prescribed forms and provide the names and specimen signatures of the person(s) authorised to give and/or instructs on behalf of the Customer.

申請安聯銀行的“本服務”時，“客戶”必須在安聯銀行規定的表格上開設賬戶（“賬戶”），同時提供授權個人的姓名和簽署式樣以代表“客戶”下達投資指示。

- 3.2 Where the Account is in joint names, the Bank shall act on instructions from the Customer in accordance to the written mandate given to the Bank. Where the Bank is instructed and authorised to act on instructions of any of the Customer, the Account(s) may be operated and/or closed by any one of the Customer. Where the Bank is authorised to act on instructions of both or all the Customer, the Account(s) may only be operated and/or closed by both or all the Customer. The joint account holders shall be bound jointly and severally by these terms and conditions.

如果是聯名賬戶，安聯銀行將執行根據安聯銀行書面授權所列明的“客戶”的指示行事。當“客戶”中的任何一人指示和受權安聯銀行行事時，“客戶”中的任何一人有權操作及/或關閉該“賬戶”。當“客戶”中的兩人或所有人指示和受權安聯銀行行事時，該“賬戶”只能由“客戶”中的這兩人或所有人運作及/或關閉。聯名賬戶持有人必須聯合和分別遵守這些條款和條件。

- 3.3 If the Bank receives contradictory instructions from Customer of a joint Account, or if the Bank believes there is a dispute between any of the Customer in relation to any instructions or to the joint Account, the Bank reserves the right to:

萬一安聯銀行接獲聯名賬戶“客戶”相矛盾的指示、又或安聯銀行相信“客戶”間對指示或對該聯名賬戶有爭議，安聯銀行將保留以下權力：

- a. refuse to act and shall require the mandate of all the Customer of the joint Account; or
拒絕行事，以及向聯名賬戶的所有“客戶”要求授權，或
- b. delay in acting on those instructions until apparent conflict has been resolved to Bank's satisfaction and the Bank shall not be liable for any losses resulting from such refusal to act.
自行決斷採取安聯銀行認為適當的行動，且不對拒絕行事所造成的任何損失負責任。

- 3.4 Units in any Funds shall be held by the Custodian as nominee for the Bank holding the same as nominee for the Customer and where there is more than one Customer, the Units in any Funds shall be beneficially owned by such customers or persons jointly with the right of survivorship.

任何基金的單位應由託管人作為銀行的代名人持有，與客戶的代名人相同，如果客戶不止一個，則任何基金的單位均應由此類客戶或具有生存者財產權的人實益擁有。

- 3.5 If any one of the joint Account(s) holders dies, the survivor(s) are authorised to close the joint Account(s) and transfer the credit balance in the joint Account(s) and any monies and/or securities held by the survivor(s) in the joint Account(s) to a new account(s) to be opened by the survivor(s) in the name(s) of the survivor(s) and if more than one survivor, in their joint names. However, prior to such transfer, any indebtedness to the Bank shall be first set-off from the said credit balance.

如果任何一個聯名賬戶持有人去世，則幸存者有權關閉聯名賬戶並轉移聯名賬戶中的貸方餘額以及由聯名持有的任何款項和/或證券到一個以幸存者的名義開立的一個新帳戶，如果幸存者超過一個，則以其聯合名義開立。但是，在轉帳之前，應先從上述信貸餘額中抵銷對銀行的任何債務。

- 3.6 Survivor(s) to the fullest extent permitted by law, undertake to indemnify the Bank against all claims, costs, expenses, losses and damages including those arising from (i) the closing of the joint Account(s); (ii) the opening of the new account(s); (iii) transfer of the Funds in the joint Account(s) and/or new account(s); and (iv) any dispute between any of the joint Account(s) holder(s) and any personal representatives of the deceased joint Account(s) holder.

幸存者在法律允許的最大範圍內承諾向銀行賠償所有索賠，成本，費用，損失和損害，包括（i）關閉聯合賬戶引起的損失；（ii）開設新賬戶；（iii）在聯合賬戶和/或新賬戶中轉移資金；（iv）任何聯名賬戶持有人與已故聯名賬戶持有人的任何個人代表之間的任何爭議。

3.7 In Trust for / 托管

- 3.7.1 If the Account(s) is "in-trust-for" someone else and the Customer shall declare him/her as the trustee of the Account(s), the Customer undertake to operate such Account(s) solely for the benefit of the beneficiary(ies) and it will be a term of such trust that the Customer have the full rights and discretion to withdraw money, operate and to close the Account(s) at any time without any restrictions. To the fullest extent permitted by law, the Customer will indemnify the Bank against any loss or liability in respect of the Customer's operation of the Account(s).
如果账户是他人的“托管”，并且客户应宣布他/她为账户的受托人，则客户承诺仅为客户的利益而经营该账户。受益人，基于托管条款，客户拥有随时无限制地提款，操作和关闭帐户的全部权利和酌处权。在法律允许的最大范围内，客户应赔偿银行因客户操作帐户而造成的任何损失或责任。
- 3.7.2 Upon the Customer's death or the death of any of the beneficiaries or upon the Customer (where we are a Corporation) being wound up or dissolved, the Bank is entitled to exercise the right to debit from the Account(s) any obligations owed to the Bank by the Customer with prior notice.
在客户死亡或任何受益人死亡或客户（如果是公司）被清盘或解散时，在事先通知客户后，银行有权行使从账户中扣除客户所欠下的任何义务的权利。
- 3.7.3 Upon the Customer death, the Bank is entitled to do the following: -
客户死亡后，银行有权采取以下措施：-
- a) if the beneficiary(ies) are of full age, Bank is allowed to close the Account(s) and release the monies in such Account(s) to the beneficiary(ies) equally, or open a new Account(s) in the names of all the beneficiary(ies) and the new Account(s) will be operated in accordance with the instructions of all the beneficiary(ies); or
如果受益人已满年龄，则允许银行关闭该帐户并将该帐户中的资金平均分配给受益人，或以联合名称开立一个新帐户。所有受益人和新帐户将按照所有受益人的指示进行操作。
 - b) if the beneficiary(ies) are not of full age, the Bank is allowed to close the Account(s), open a new Account(s) in the names of the Customer personal representative(s) in trust for the beneficiary(ies) or release the monies in such Account(s) to the Customer personal representative(s) in trust for the beneficiary(ies).
如果受益人未达年龄，则允许银行关闭帐户，以受益人的客户个人代表的名义开立一个新帐户，或将该帐户中的款项释放给客户个人代表。
- 3.7.4 Upon the death of any of the beneficiary(ies), the Bank can at its discretion (i) close the Account(s) and open a new In-Trust-For Account(s) which will be operated by the Customer as trustee for the benefit of the deceased beneficiary(ies)' estate and the surviving beneficiary(ies); or (ii) release a portion of monies in such Account(s) (which is proportionate to the number of beneficiaries) to the personal representatives and allow the Customer to operate the Account(s) for the benefit of the surviving beneficiary(ies).
在任何受益人去世后，银行可以酌情决定（i）关闭帐户并开设一个新的“受托管”帐户，该帐户将由客户作为受托人以已故受益人的遗产和尚存受益人的利益操作；或（ii）将这些帐户中的部分款项（与受益人的数量成比例）释放给私人代表，并允许客户为尚存的受益人经营该帐户。
- 3.7.5 To the fullest extent permitted by law, the Customer undertake to indemnify the Bank and keep the Bank indemnified against all claims, costs, expenses, losses and damages however arising at any time including those arising from (i) the operation and closing of the Account(s); (ii) the opening of the new Account(s); and (iii) any dispute amongst the beneficiary(ies), between any of the beneficiary(ies) and any of the Customer's personal representatives.
在法律允许的最大范围内，客户承诺对银行进行赔偿，并保证对银行在任何时候产生的所有索赔，费用，费用，损失和损害进行赔偿，包括（i）账户的运营和关闭；（ii）开设新账户；（iii）受益人之间，任何受益人与客户的任何个人代表之间的任何争议。
- 3.7.6 Under no circumstances (including the Customer death or the Customer being wound up or dissolved) is the Bank vested with any duties as trustee and the Bank is under no obligation to take into cognisance any trust whether or not informed of the same. To the fullest extent permitted by law, the Bank is not under any circumstances liable to any beneficiary of any trust.
在任何情况下（包括客户死亡或客户清盘或解散），银行均不承担受托人的职责，并且无论是否被告知，银行均无义务承认任何信托。在法律允许的最大范围内，本行在任何情况下均不对任何信托的受益人负责。
- 3.7.7 Upon the Customer's death or the Customer being wound up or dissolved, the Bank is entitled to deal with the Account(s) and to act in accordance with the instructions of any person who to the Bank's satisfaction has been duly appointed as the trustee in the Customer's place.
在客户死亡或客户清盘或解散后，银行有权处理该账户并按照任何已在银行确认被正式任命为受托人的指示行事。

- 3.8 The Customer shall immediately inform the Bank in writing of any changes in address, contact numbers, authorised signatories or other particulars that may be made from time to time. Until the Bank has received the Customer' notification of such changes, the Bank is entitled to rely on the last list of authorised signatories and other particulars on record with the Bank.

客户应立即将地址，联系电话，授权签字人或其他细节的不时更改以书面通知银行。在银行收到客户有关此类更改的通知之前，银行有权依赖银行记录在案的最新授权签字人名单和其他详细信息。

4. Provisions for Companies/Partnerships/Sole Proprietor / 公司/合伙企业/独资公司规定

- 4.1 For partnership, all partners (on a joint and several basis) are bound by this terms and conditions, and liable for all debts and other liabilities owed by the Customer even if there are any changes to the partnership, implementation of a name change or that the partnership is dissolved. For sole proprietorship, the individual constituting the sole proprietorship is liable for all debts and other liabilities owed by the Customer even if there are any changes in the way the sole proprietorship is constituted, implementation of a name change or the sole proprietorship no longer exists.

就合伙企业而言，所有合伙人（包括联名和个别）必须遵守本条款和条件、以及为所有债务与“客户”欠下的其它债务负上责任，即便是合伙企业出现变更、决定更改名字、或合伙企业解散。就独资公司而言，成立该独资公司的个人必须为所有债务以及“客户”欠下的其它债务负上责任，即便是该独资公司的组成方式有所变更、决定更改名字、或该独资公司已不复存在。

- 4.2 For sole proprietor, in the event of demise / bankruptcy, the Bank will freeze the Account upon notification of death or bankruptcy until the Bank receives Letters of Administration / Grant of Probate / an order from the Land Office under the Small Estates Distribution Act or such other Court Orders as the case may be and Bank shall release the monies available in the Account to the executor/administrator, as the case may be or the Director General of Insolvency, if the sole proprietor is a bankrupt.

对于独资经营者，在死亡/破产的情况下，银行将在收到死亡或破产通知后冻结账户，直到银行收到管理信/遗嘱认证/土地办公室根据《小额遗产分配法令》或类似的其它法院命令（视情况而定），如果唯一的财产所有人是破产者，则银行应将账户中可用的款项发放给执行人/管理人（视情况而定）或破产总监。

- 4.3 For partnership, in the event of demise/bankruptcy of a partner, the partnership is considered dissolved unless there is agreement to the contrary between the partners. The Bank will freeze the Account accordingly and wait for instructions from the remaining partners and/or the Director General of Insolvency as the case may be.

对于合伙企业，如果合伙人死亡/破产，除非合伙人之间有相反的协议，否则合伙企业将被视为解散。银行将相应地冻结账户，并等待剩余合伙人和/或破产总监的指示（视情况而定）。

- 4.4 Regardless of any change in the company's constitution or name, or modification/termination of any power of any partner, this terms and conditions shall bind all partners/a new sole proprietor, and in the case of a partnership shall bind all partners jointly and severally.

不管该公司的组成或名字有何变更、或任何伙伴职权变更/终结，本条款和条件将能约束所有伙伴/新独资公司经营者，同时就合伙企业而言、将能约束所有联合合伙以及个人。

- 4.5 The Customer shall promptly notify the Bank in writing of any change in the constitution or name of the company/partnership/sole proprietorship.

万一该公司/合伙企业/独资公司名字变更，“客户”必须立即通知安联银行。

- 4.6 In the case of any Account(s) opened in the name of a company, the Bank will allow changes of authorised signature(s). However, the Bank is not obliged to accept any change unless the Bank is satisfied that the change has been duly authorised by the Board of Directors of the body corporate or by whatever act or deed is required under the charter or constitution or governing laws of that company and the Bank has had reasonable time to act on such change.

对于以公司名义开设的任何帐户，银行将允许更改授权的签名。但是，除非该银行确信该变更已得到公司法人团体董事会的正式授权，或者根据其章程，宪法或适用法律的要求所采取的任何作为或行动，该银行没有义务接受任何变更，以及公司和银行有足够的时间来应对这种变化。

- 4.7 In the event of liquidation of a company, the Funds credited to the Account(s) may only be withdrawn by, and the Funds payable will only be paid to, the Liquidator.

在公司清算的情况下，贷记入帐户的资金只能由清算人提取，而应付资金则只能支付给清算人。

5. Instructions for Holding, Subscription, Switching, Cooling-Off, Transfer or Redemption of Funds

基金持有、认购、交换、冷却、转移或赎回指示

- 5.1 The Bank may but shall not be obliged to act on any instructions or notice given by facsimile or any other means of communication not prescribed by the Bank in these terms and conditions or elsewhere in relation to the Services provided by the Bank unless the original of such written instruction or notice duly signed by the Customer is received by the Bank during normal business hours at the Bank's branches.

就安联银行所提供的“本服务”而言，安联银行可以不遵照透过传真、或安联银行没有在本条款和条件或它处所规定的其它方法的指示或通知行事，除非安联银行分行在一般上班时间内收到由“客户”签名的该书面指示原件或通知。

- 5.2 The Customer may place orders for Funds or send requests for holding, subscription, switching, cooling-off, transfer or redemption of Funds by completing the Bank's prescribed forms and providing the relevant documents required by the Bank.

“客户”可以下单投资基金，或指示持有、认购、交换、冷却、转移、或赎回基金，方法是填妥安联银行规定的表格以及提供安联银行所需要的相关文件。

- 5.3 On receipt of such written instructions, the Bank will on behalf of the Customer (whose identity will not be disclosed to the Fund Managers) place such instructions for holding, subscription, switching, cooling-off, transfer or redemption of Funds to the relevant Fund Managers.

安联银行接获书面指示後、将代表客户（“基金经理”不会知道客户身分）指示相关“基金经理”持有、认购、交换、冷却、转移、或赎回基金。

- 5.4 Applications for holding, subscription, switching, cooling-off, transfer or redemption of Units in a particular Fund by Customer may be aggregated and consolidated either daily or from time to time by the Bank and such orders or requests will be placed or sent by the Bank to the relevant Fund Managers.

安联银行将每天或不时累积及盘整客户在特定基金内的单位持有、认购、交换、冷却、转移、或赎回申请，同时，安联银行将把这类指示或要求传达给相关“基金经理”。

- 5.5 When the Bank has placed an order (consolidated or otherwise) for the subscription of Units or for switching of Units with the relevant Fund Manager(s), the Fund Manager(s) will issue the relevant units to and register the Units in the name of the Custodian as custodian. The Units issued will be allotted or allocated among the relevant Customers including the Customer in any order or manner as the Bank determines.

安联银行一旦对相关“基金经理”下了认购单位或交换单位订单（不管有无盘整），该“基金经理”将以“托管人”的名义释出相关单位并注册该单位成为托管人。安联银行将自行决定以任何秩序或方法将所释出的单位分配给包括“客户”在内的相关客户。

- 5.6 The Customer will receive a confirmation notice from the Custodian and/or the Bank in respect of any holding, subscription, switching, cooling-off, transfer or redemption of Units issued to or switched by or to, or transferred by or to or redeemed by the Bank for the Customer.

就持有、认购、交换、冷却、转移、或赎回单位而言，只要安联银行为“客户”释出、交换、转移、或赎回基金，“客户”都会收到由“托管人”及/或安联银行发出的确认通知。

- 5.7 The Customer will also receive monthly or at such other intervals (if any) a statement of accounts indicating the number of Units issued and kept with the Custodian as nominee for the Bank holding the same as nominees for the Customer.

客户还将每月或在此类其他时间间隔（如有）收到一份账户报表，表明已发行并由托管人作为银行的代名人持有的单位数量，与客户的代名人相同。

- 5.8 Instructions for holding, subscription, switching, cooling-off, transfer or redemption of Funds received from the Customer by the Bank on any Business Day before the cut-off time specified, may at the Bank's discretion be aggregated with other instructions (if any) and the Bank will use all reasonable endeavours to place an aggregated order or request to the relevant Fund Manager for the same Business Day if payment in respect of the instruction is received in cleared and available on the Business Day before the cut-off time. If such instructions are not or cannot be carried out on the same Business Day for any reason for the Bank shall be entitled to place or to carry out such instructions on the next Business Day or the date when the payment is cleared (whichever is later) and any such transactions shall be binding on the Customer. Instructions received after the specified cut-off time or on a non-Business Day shall be deemed to be an instruction received by the Bank on the next Business Day and the above conditions will apply.

安联银行在任何一个营业日内截止时间前、如果接到“客户”的持有、认购、交换、冷却、转移、或赎回基金指示，安联银行将自行决定整合其它指示（若有），而如果该指示的费用已在该营业日截止时间前付清且有效，安联银行将尽一切努力在同一个营业日内向相关“基金经理”下单或下达指示。如果该指示不管任何原因没有或无法在同一个营业日内完成，安联银行有权在第二个营业日或费用清偿日（以较晚者为准）下单或执行该指示，而“客户”必须为任何这类的交易负责。该特定截止时间後或非营业日内收到指示、将视为安联银行在第二个营业日收到，而上述条件将适用。

- 5.9 If, at any time, for any reason, representatives of any Fund Managers instruct the Bank or Custodian as registered holder of any Funds, to divest itself, transfer or otherwise dispose off any Funds in accordance with the terms and conditions governing the operation of such Funds the Bank shall promptly seek the Customer' instruction as to how (subject to this terms and conditions) the Customer wishes to proceed and if no instruction are received from Customer within the time allotted for receipt of the same and/or a satisfactory course of action cannot be agreed with the relevant Fund Manager

within any time period specified for this purpose the Bank shall procure the Custodian to redeem the relevant Funds and pay or credit the proceeds to the Customer in the manner specified in the application.

如果不管任何时候、任何原因，任何基金经理代表根据监管该基金业务的条款和条件指示安联银行或作为任何基金注册托管的“托管人”放弃、转移或脱售任何基金，安联银行必须立即询问“客户”的意愿（须根据本条款和条件）。如果“客户”没有在所分配的时间内下达指示，及/或相关“基金经理”无法在为了这个目的而分配的时间内找到一个让人满意的行动方案，安联银行必须引导该“托管人”赎回相关基金、以及根据申请表格所列明的方法将资金付给“客户”。

- 5.10 Unless provided otherwise in any laws, regulations, guidelines or directives issued by any authorities in relation to any matters herein, including but not limited to payment or treatment of dividends declared by any Fund Manager will automatically be reinvested in the relevant Fund from which dividend is received.

除非有其它主管机构相关於此的其它法律、规定、指南或指示，否则包括但不限于任何基金经理所宣布的利息付款或处理方式、将自动把收到的利息再投资回相关基金。

- 5.11 Where the Customer instructs or requires a switching of Funds, the Bank will subscribe for the Funds required by the Customer only after confirmation and completion of the redemption of the relevant existing Funds which are being switched.

如果“客户”指示或要求交换基金，安联银行只会在确定和完成了相关现有基金的赎回後才认购“客户”所要求的基金。

- 5.12 The Customer acknowledges that any Fund Manager which receives the subscription or redemption order from the Bank is not obliged to accept the order in part or whole. The Bank shall not liable or responsible for any action or rejection on the part of any Fund Manager in respect of any subscription or redemption order. The Bank and its agents shall have no responsibility or liability for ensuring that the relevant Fund Manager allots the units or for any losses including any loss of investment opportunity which the Customer may suffer or incur as a result of any refusal to accept or delay in accepting such subscription or redemption order from the Fund Manager.

客户确认，收到安联银行关于该认购或赎回指示的任何基金经理、不需要部分或整体接受该指示。安联银行不须对基金经理接受或拒绝任何认购或赎回指示负责。安联银行不需要对确保相关基金经理分配单位、或任何损失，包括因为基金经理拒绝接受或延缓接受该认购或赎回指示而造成客户可能面对的任何投资机会流失负责。

- 5.13 All instructions, orders or requests for holding, subscription, switching, transfer or redemption of Units by the Customer will remain effective notwithstanding the Customer' death or bankruptcy or the revocation of such instructions, order or request by any other means until notice of the Customer' death or bankruptcy or such revocation is received by the Bank.

除非安联银行收到该“客户”离世、或破产、或撤销的通知，否则不管“客户”离世或破产，“客户”的单位持有、认购、交换、转移、或赎回所有指示或要求都将视为有效。

6. Payment of subscription, monies and/or monies acquired for subscriptions, holdings, redemptions, cooling-off, transfer of switching

认购费用以及认购、持有、赎回、冷却、转移、或交换费用

- 6.1 Payment of subscription monies and/or monies acquired for holdings, subscriptions, cooling-off, redemptions, transfer or switching and/or any fees, costs or any other expenses which the Customer is liable to pay under this terms and conditions shall be in cleared and sufficient available funds.

根据本条款和条件，“客户”有责任清偿“客户”必须偿付的认购费用以及认购、持有、赎回、冷却、转移、或交换费用及/或任何收费或其它开支。

- 6.2 Where the Customer agrees to make payment by way of direct debit of the Customer's account with the Bank, the Bank is authorised without further instructions from the Customer to debit against the Customer's account all monies required for holdings, subscriptions, switching, transfers or redemptions, and/or fees and expenses payable by the Customer. The Customer undertakes to maintain or make arrangement with the Bank to have at all times sufficient funds for making such payments or debits. Should there be insufficient funds in the relevant account of the Customer for making such payments or debits, the Bank shall be entitled to reject or refuse to carry out the Customer's instructions.

其中，客户同意以客户在安联银行开设的账户直接扣款。安联银行将在无须客户进一步指示的情况下从客户的账户扣除所有关于持有、认购、交换、转移、或赎回、及/或客户所需付的费用和开支款项同意维持或与安联银行做好安排、或在任何时候拥有足够的资金付款或扣款。如果客户的相关账户缺少付款或扣款资金，安联银行有权拒绝执行客户的指示。

- 6.3 Cash payments (if any) to the Bank are to be made at the Bank's transaction counters and not to any persons (whether the Bank's representatives or otherwise) outside the banking premises.

现金付款安联银行（如果有的话）、必须在安联银行内交易柜台完成，不得透过任何人（不管是安联银行的代表或否）在安联银行以外处完成。

- 6.4 Redemption proceeds received by the Bank will be paid or credited in the manner specified in the application or instruction. The redemption proceeds will be net of any fees, charges or expenses incurred in connection with the redemption. Neither the Bank nor the Custodian is obliged to ascertain the adequacy of the redemption monies received.

安联银行收到的赎回资金、将根据申请表格或指示中的具体方法支付或转存。赎回资金将是扣除了与该赎回相关的任何收费、费用、或开支後的净资金。安联银行和“托管人”无须为查明所收到的赎回款项是否足够负责。

- 6.5 Any payment made by the Bank pursuant to any instructions signed or made or purporting to be signed or made by the Customer or the Customer's authorised signatories shall be a complete discharge and will absolve the Bank from any liability to the Customer or to any other party.
安联银行根据任何署名指示、或据称是、或由“客户”或该“客户”的授权签名人署名的指示付款，表示安联银行可免除对该客户或对其他任何方的任何债务的责任。
- 6.6 Where any payment is made: /其中付款:
- a. By the Customer to the Bank in respect of any subscription, switching or transfer of Units in a currency other than the currency in which the Funds is denominated, the Bank shall be entitled to convert the currency in which payment is made to the Bank to the currency in which the Fund is denominated to make the necessary payment for the transaction at the rate of exchange determined by the Bank at its discretion.
“客户”以该基金计价货币以外的其它货币付单位认购、交换、或转移费给安联银行时，安联银行有权以自行决断的兑换率、将所收到的款项货币兑换成该基金计价货币以偿付交易款项。
 - b. By the Bank to the Customer in respect of redemption of units in a currency other than the currency in which the Fund is denominated, the Bank shall be entitled to convert the currency in which the Fund is denominated to the currency in which payment is made by the Bank to Customer in respect of the transaction at the rate of exchange determined by the Bank at its discretion.
安联银行以该基金计价货币以外的其它货币付单位赎回费给“客户”时，安联银行有权以自行决断的兑换率、把该基金计价货币兑换成安联银行将付给“客户”的交易款项货币。
 - c. In foreign currency notes in respect of any subscription or redemptions of units, the Bank shall be entitled to charge, retain or deduct a commission and other costs and expenses where any payment is made by the Customer to the Bank.
如果“客户”以外币付安联银行单位认购或赎回款项，安联银行有权酬收、保留、或扣除佣金以及其它费用和开支。

7. Regular Savings Plan / 定期储蓄计划

- 7.1 The Customer may apply for the establishment of plan to purchase Funds periodically by completing Bank's prescribed forms.
“客户”可以透过填妥安联银行规定的表格、以申请定期投资基金投资计划。
- 7.2 Payment for subscription of units under the Regular Savings Plan will be debited from the Customer' account as authorised in the prescribed forms on a specific day of any month ("Debit Day") as determined by the Customer.
定期储蓄计划下，认购单位款项将从“客户”在所规定的表格里所指明的账户、於所指定每月日期（“扣款日”）扣除。
- 7.3 The Customer undertake to ensure that sufficient funds are kept in the Customer' account to meet this regular payment. The Bank shall not be responsible to debit the regular payment account to make regular payment where there is no available or sufficient fund in the Customer' account or where the account has been terminated or suspended for any reason.
“客户”同意，将确保“客户”账户里有足够的资金以定期付款。如果“客户”账户资金不足，或如果该账户基於不管什麼原因被终止或取消，安联银行没有责任从该定期付款账户中定期扣款。
- 7.4 Customer shall make monthly payments of a minimum sum which may be equal to or higher than the amount prescribed by the Fund Manager of the relevant Fund regards any Regular Savings Plan.
就定期储蓄计划而言，客户每月必须将相等於或高於相关基金“基金经理”所规定的款额存进账户里。
- 7.5 Where payment cannot be made due to insufficient funds in the account, the Bank shall not effect payment for the payment date concerned. Further payments shall only be made on the next subsequent payment date. The Customer is required to make alternative arrangement to effect the payment concerned.
基於该账户资金不足而无法付款时，安联银行将不会在该付款日付款。进一步的付款将在下一个付款日完成。客户必须另外安排付款。
- 7.6 The Bank has the right to terminate the Regular Saving Plan if direct debit authorisation failed more than three (3) times consecutively.
如果直接付款授权连续失败超过3次，本行有权终止定期储蓄计划。
- 7.7 The Bank shall not be liable for any losses or damage suffered by the Customer by reason of or connected with the Regular Savings Plan made by Customer.
对于客户因客户制定的定期储蓄计划或与其相关的任何损失或损害，银行概不负责。

8. Employees Provident Fund Members Investment Scheme (EPF-MIS)

雇员公积金会员投资计划 (EPF-MIS)

- 8.1 In the case of Funds subscribed under EPF-MIS, the Customer irrevocably authorises the Bank to submit orders received from the Customer including the relevant documents required for the submission to the Employees Provident Fund ("EPF").
就透过雇员公积金会员投资计划 (EPF-MIS) 认购基金而言, 客户不可撤回的授权“安联银行”提交客户的所有订单, 包括必须提交给雇员公积金 (EPF) 的相关文件。
- 8.2 For all investments under EPF-MIS, Units (subject to the Fund Manager's right to refuse or reject any such order pursuant to the trust deed and/or prospectus of the relevant Fund) will only be allotted and credited into the Customer's Account with the Fund Manager upon the Fund Manager receiving payments from the EPF. After payments are received from the EPF, the Customer using the EPF savings is supposed to receive an advice from the Fund Manager with the particulars of the number of Unit allotted, the date upon which the allotments were made and such other particulars as may be determined by the Fund Manager from time to time.
就根据雇员公积金会员投资计划 (EPF-MIS) 的所有投资而言, 单位 (基金经理有权根据信托契约及/或相关基金内容说明书拒绝该订单) 只会在基金经理收到雇员公积金局的付款後、才分配及存入客户在基金经理那里所开设的账户。收到雇员公积金局的付款後, 应用雇员公积金储蓄的客户将收到该基金经理寄来的通知, 说明已分配了的单位数量、单位分配日期、以及基金经理可能不时决定的其它细节。

9. Cooling-off Right/ 冷却权

- 9.1 The cooling-off right is only applicable once for any Customer who is investing for the first time in any Funds with the Bank. The cooling-off right is not applicable for any subsequent investment by the same Customer in any Funds with the Bank. If the investment in the Fund is cooled-off, the Customer will receive the refund of the Fund investment amount and the Fund service charge paid. The cooling-off period is a period of six (6) business days commencing from the date of receipt of the application by the Bank or such other period specified by the relevant authority.
冷却权仅适用于任何第一次投资安联银行任何基金的客户。冷却权不适用于该同一客户后续投资安联银行的任何基金。如果投资该基金确定在冷却期内取消, 客户将获得该基金投资额以及已付基金服务费退款。冷静期指的是从安联银行收到申请表那一天开始的6个营业日内、或相关主管机构认定的其它期限。

10. Custody of Fund Investments/ 基金投资监管

- 10.1 The Bank requires that the Custodian shall record and hold in a separate account in its books all units of Funds received and held by it from time to time for the account of the Customer and shall arrange for all such Units of Funds to be held in safe-custody in such manner as the Bank in its discretion determine.
安联银行要求“托管人”必须为“客户”另设独立账户纪录和保管不时收到和保管的所有单位, 同时自行决断妥善保管所有基金单位。
- 10.2 The Bank shall send to the Customer any documents such as notices, proxies, circulars, rights etc or notify the Customer of the same or the receipt of the same.
安联银行将送交客户任何文件, 例如通告、代理委托书、通知、权益等, 或通知客户同样情事或同样文件收据。
- 10.3 The Bank shall procure that the Custodian will not vote any of the Funds held for the account of the Customer except in accordance with instructions if any, received from the Customer. Customer shall indicate his/her instructions for or against the proposed resolution by Fund Manager and return the relevant proxies within the stipulated timeline to nearest Bank's branches. In the absence of specific instructions, the proxies will vote or abstain from voting the resolution as Fund Manager thinks fit.
安联银行必须引导“托管人”不得用所托管的“客户”基金来投票, 除非获得“客户”如果有的指示。客户必须说明赞成或反对基金经理的提议, 然後在规定的时限内将相关代理委托书送交最近的安联银行分行。少了特定指示, 该代理委托书将视为是赞成或弃权基金经理的提议。
- 10.4 The Bank and the Custodian shall not be under any duty or obligation to attend any meeting or to vote on any matters relating to any Fund except in accordance with the specific written instruction signed by the Customer and agreed to by the Bank.
安联银行和“托管人”无须参加任何会议或针对任何与该基金相关的议案投票, 除非有由客户署名的特定书面指示以及安联银行同意。
- 10.5 Customer is investing in the Funds under the nominee system where Customer is not recognised by Fund Managers as a registered unit holder under the trust deed. Thus, Customer does not have all the rights ordinarily exercisable by a unit holder, including the following:
a. The right to have Customer's particulars recorded in the register of unit holders of the Funds; and
b. The right to call, attend and vote in any unit holders' meeting.

由于客户是以代理人系统下投资基金，所以客户未被基金经理认可为信托契约下的注册单位持有人。因此，客户不拥有单位持有人通常可行使的所有权利，包括以下：

- a. 将客户的个人资料记录在基金单位持有人名册中的权利；和
- b. 有权利召集、出席和参与投票在任何基金持有人会议

11. Non-Exclusivity /非排他性

11.1 The Services to be provided by the Bank (and by the Custodian on behalf of the Bank) to the Customer are non-exclusive and the Bank and/or Custodian shall be permitted to perform such services for such other persons/ body as the Bank and/or Custodian in its discretion and neither the Bank nor Custodian shall be liable or under any obligation to:

安联银行（以及代表安联银行的托管人）将提供给“客户”的服务为非排他性服务，同时，安联银行及/或“托管人”有权提供服务给安联银行及/或“托管人”认为适当的其他个人/团体组织，而且安联银行及“托管人”都不对以下负责：

- a. account to the Customer for all or any part of benefits received by the Bank and/or Custodian for providing such Services to others; or
向“客户”解释安联银行及/或“托管人”在提供别人该服务时所获得的所有或任何一部分利益。
- b. disclose to the Customer any fact or thing which may come to the notice of the Bank and/or Custodian or any of its/their personnel in the course of providing such services to others or in the course of its/their business in any other capacity or in any manner than in the course of carrying out its duties under this terms and conditions.
向“客户”说明安联银行及/或“托管人”或它/它们的任何员工在为别人提供该服务时、或在它/它们根据本条款和条件执行任务之外、不管以任何职务或方法的营运过程中所得知的事实或情事。

12. Indemnity / 损失补偿

12.1 The Customer undertakes and agrees to indemnify and keep the Bank and the Custodian and its/their respective personnel indemnified from and against and in respect of all liabilities losses, charges, expenses (including legal fees and costs on a full indemnity basis), claims, demands, actions and proceedings which may be taken against or incurred or sustained by the Bank, the Custodian or its/their personnel in relation to or arising from or in connection with the holding, subscription, switching, transfer or redemption of Units or the custody of Units or any orders, requests, instructions or transactions made by the Customer and the Customer shall pay and reimburse the same on demand at any time or from time to time unless such losses have been incurred as a result of the Bank and the Custodian and its/their personnel's gross negligence or wilful default.

客户承诺并同意就所有责任损失、收费、开支（包括法律费用和全额赔偿费用）、索赔、银行、托管人或其人员可能因持有、认购、转换、转让或赎回单位或托管而引起的或与之相关的要求、行动和诉讼单位或客户作出的任何订单、请求、指示或交易，客户应随时或不时按要求支付和偿还这些损失，除非此类损失是由于银行和托管人及其人员的重大过失或故意违约造成的。

13. Fees and charges /费用与收费

13.1 The Customer shall pay fees to the Bank, for the Services performed by the Bank and/or Custodian pursuant to this terms and conditions in accordance with a scale which the Bank may prescribe from time to time. The Bank is entitled to levy or impose service charge, bank charges and other charges from time to time in respect of Services rendered to the Customer by giving a written notice to the Customer.

根据本条款和条件所列表明、且由安联银行不时规定的规模，“客户”必须为安联银行及/或“托管人”所提供的服务付费安联银行。安联银行明确保留经通知後更改收费的权力。就安联银行及/或“托管人”可能提供的额外服务而言，“客户”同意根据安联银行不时酬收的费用付费安联银行。

13.2 The Customer shall pay or reimburse to the Bank all costs and out-of pocket expenses (including, without limitation, all costs and fees imposed by any relevant Fund Managers and all taxes, duties or levies payable in respect of any Funds acquired, held or redeemed pursuant to this terms and conditions) incurred by the Bank and the Custodian in the performance of its/their duties pursuant to this terms and conditions.

對於安联银行及“托管人”根据本条款和条件执行任务时所涉及的所有费用和已支付开支（包括但不限于任何相关基金经理所酬收的费用与收费、以及根据本条款和条件收购、持有、或赎回基金时所涉及的所有税务、义务、或徵税），“客户”必须付费或归还安联银行。

13.3 The Customer acknowledges and agrees that the Bank may be appointed by Fund Managers to market and distribute the Funds upon such terms and conditions as the Bank may agree with the Fund Managers to receive fees or commissions with the provision of the Investment Services. Notwithstanding anything to the contrary herein contained, the Customer irrevocably and unconditionally consents and agrees to Bank action in such capacity.

客户同意，“基金经理”可能根据安联银行与“基金经理”立定的条款和条件、委派安联银行行销和配销该基金通过提供投资服务收取费用或佣金。无论本任何条文是否有相反之规定，客户都不可撤回且无条件同意银行以此身分所采取的行动。

- 13.4 The Customer acknowledges that Fund Managers would pay monies (by way of commissions, fees or otherwise) to the Bank in connection with or in relation to the issue of Units to or for the Customer or other dealings in respect of or relating to any Fund. The Customer agrees that the Bank may retain for the benefit of the Bank and without any obligation to account to the Customer any commission, discount, fees or otherwise which the Bank may receive from any Fund Managers or other persons in connection with or in relation to the holding, subscription, switching, transfer or redemption of Units or other transactions done or carried out by the Customer with or through the Bank or using the Services or any other dealings in respect to the Funds and Units.

客户确认，基金经理将基於向客户释出单位或其它与任何基金相关的交易付费（方法为佣金、费用或其它）安联银行。客户同意，安联银行可保留安联银行的利益，且无须向客户解释安联银行可能收到的基金经理及他人就本基金及单位而言、客户透过安联银行或应用“本服务”或其它交易而持有、认购、交换、转移、或赎回单位时的任何佣金、折扣、费用或其它收费。

- 13.5 Unless otherwise specified herein, the Bank's charges exclude any current taxes and future taxes that may be imposed (including the Sales and Services Tax) under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, the Bank will be entitled to recover such taxes from the Customer.

除非本文另有说明，否则银行的收费不包括根据相关法律可能征收的任何当期税款和未来税款（包括销售和服务税）。在以后任何此类税费的生效日期和以后（如适用），银行有权向客户追回此类税费。

14. Risks / 风险

- 14.1 The Customer acknowledges that the Funds are subject general market risks, inflation risk and any other risk associated with the investment portfolio of the Fund, including possible loss of the principal amount invested. The Funds are not bank deposits and are not endorsed or guaranteed by and do not constitute obligations of the Bank or any of its affiliates or subsidiaries.

“客户”确认，该基金会受一般市场风险、通胀风险、以及与该基金投资组合相关的其它风险影响，包括已投资的总本金可能损失。该基金不是银行储蓄，安联银行或任何附属机构或子公司并不背书、或担保、以及须向该基金负责。

- 14.2 The Customer represents and warrants that the Customer understands and is fully aware of the risks involved in investing in Units and in the Funds and that the Customer will obtain from either the Bank or the relevant Fund Manager up-to-date versions of the prospectus(es) or any materials supplied by the relevant Fund Manager that might exist on the date of transaction and the date of instructions given by the Customer to the Bank.

“客户”声明并保证，“客户”完全了解投资单和基金会有风险，同时，“客户”将向安联银行或相关“基金经理”要最新版本的内容说明书、或交易当天出现、以及“客户”向安联银行下达指示当天相关“基金经理”所供应的任何材料。

- 14.3 The Bank accepts no responsibility and liability to the Customer for giving any recommendation to the Customer as to whether to invest or not to invest in any Fund or in connection with the performance of the Fund. The Customer acknowledges the desirability of seeking independent financial or professional advice with respect to any dealing in Units or Funds or investment or investment opportunities. The Customer acknowledges that any dealings in the Fund or Units is solely and exclusively by the Customer based on the Customer' own judgement and after the Customer' own independent appraisal and investigation into the risks associated with such dealings or otherwise.

對於建议“客户”投资或不投资任何基金、或该基金的表现，安联银行概不负责。就单位或基金交易、或投资、或投资机会而言，“客户”确认将寻找独立金融或专业顾问服务。“客户”确认，任何单位或基金交易都是根据“客户”自己的判断、以及“客户”自己研究过与该交易相关风险後由“客户”自主完成的。

- 14.4 The Customer agrees that the Bank is under no obligation to the Customer for any payment of returns including but not limited to the principal sum and the Customer has no recourse against the Bank in any event for any payment of return on the Funds.

“客户”同意，安联银行完全无须负责客户的任何还款，包括但不限于本金，而“客户”无权向安联银行追索该基金的任何还款。

15. Freezing of Account / 账户冻结

- 15.1 The Bank shall at any time be entitled to at its discretion and without any prior notice to the Customer refrain from effecting or carrying out any transaction of the Customer including but not limited to the payment of any monies, or the holding, subscription, switching, transfer or redemption of Funds, the processing of such transactions or any instructions to effect receipt of payment into the Customer's account ("Freezing of the Customer's account) upon the occurrence of any one of the following events:

一旦出现以下情事，安联银行有权随时自行决断以及在不提早通知客户的情况下拒绝执行客户指示的交易，包括但不限于付款、或持有、认购、交换、转移、或赎回基金、执行这类交易、或为客户接受还款（“冻结客户账户”）：

- a. The Bank being notified that the Customer has committed an act of bankruptcy and/or a petition for winding up or for bankruptcy has been presented against the Customer (the Customer's insolvency matters).
安联银行接获通知，说明该客户已经破产、及/或正在申请清盘、或该客户被宣告破产。
- b. Upon the Bank being notified and requested by any authority, including but not limited to Bank Negara Malaysia, the Police authorities, or any other statutory authorities ("the authorities") to so refrain from performing any transaction

under the Customer's account regardless of whether the authorities have the legal or valid authority to so request the Bank ("the authorities' directives").

安联银行接获通知，说明有主管机关，包括但不限于马来西亚国家银行、警方、或任何其它法定主管机关（“主管机关”）通知及要求安联银行停止为该客户交易，不管这些主管机关拥有合法或有效的职权要求安联银行这么做与否（“主管机构命令”）。

15.2 The Freezing of the Customer's account shall cease or be lifted upon the occurrence of any of the following events:

一旦出现以下情事，该客户的账户将解除冻结：

- a. In respect of the Customer's insolvency matters, it shall be shown to the satisfaction of the Bank by the Customer with appropriate evidence that the petition for winding up or for bankruptcy has been validly withdrawn or dismissed or upon the Bank being served with an appropriate court order sanctioning the lifting of the Freezing of the Customer's account.
就该客户破产一事而言，客户必须以适当的证据向安联银行证明清盘或破产申请已经有效的被撤除或驳回、或安联银行接获适当的庭令要求解除冻结该客户账户。
- b. In respect of the Customer's internal matters, the same has been settled as between all parties concerned and a statement in writing to that effect signed by all parties concerned has been served on the Bank requesting for the unconditional lifting of the Freezing of the Customer's account or in the alternative a Court Order has been served on the Bank sanctioning the lifting of the Freezing of the Customer's account.
就“客户内部事件”而言，所有相关人士都已经和解、且由所有相关人士签名、要求无条件解除冻结该客户账户的书面声明已经提交安联银行、或安联银行接获庭令要求解除冻结该客户账户。
- c. In respect of the authorities' directives, the Bank has been notified in writing by the authorities to lift the Freezing of the Customer's account or in the alternative an appropriate Court Order has been served on the Bank sanctioning the lifting of the Freezing of the Customer's account.
就“主管机构命令”而言，安联银行已经接获“主管机关”要求解除冻结客户账户的书面通知、或安联银行接获适当的庭令要求解除冻结该客户账户。

15.3 In so Freezing the Customer's account pursuant to the terms and conditions herein including any action which may be taken by the Bank such as not effecting any instructions of the Customer as provided herein, the Customer agrees that the Bank and/or its agents and nominees shall not be held liable for any losses, damages, expenses, costs or charges which may be claimed against the Bank and its agents and nominees or which may be incurred by the Bank and its agents and nominees (including legal costs on a solicitor and client basis) and in connection therewith the Customer further agrees to keep the Bank and its agents and nominees fully indemnified including legal cost on a solicitor and client basis) against any claims for damages, losses, expenses, costs or charges which may be made against the Bank and its agents and nominees by any other party.

就根据本条款和条件解除冻结该客户账户而言，包括安联银行可能会采取的任何行动在内，例如不影响於此所提及的任何客户指示，该客户同意，安联银行及/或其代理、被任命人不须对别人可能要求安联银行、其代理、被任命人负责的、或安联银行、以及其代理和被任命人因此可能涉及的任何损失、损坏、开支、费用或收费（包括律师与客户间的费用）负责。该客户进一步同意，安联银行、其代理、被任命人完全不需要对任何其他方可能提出的损坏索赔、损失、费用、开支、或收费（包括律师与客户间的费用）负责。

15.4 The Customer further agrees that should the Bank and its agents and nominees be sued or be made a party in any suit arising out of the Bank's action in Freezing the Customer's account herein or should the Bank before or after the Freezing of the Customer's account commence any suit against any party including the Customer for any appropriate relief or declaration to be made by any court, all penalties, losses, damages, claims expenses charges and cost (legal or otherwise including costs on a solicitors and client basis) which may be awarded against the Bank or which the Bank and its agents and nominees may incur shall be indemnified by the Customer in accordance with the terms provided in Clause 12 herein.
该客户进一步同意，万一安联银行、以及其代理和被任命人因为安联银行冻结该客户的账户而成被告、或被列为任何诉讼的一方，或万一安联银行在冻结该客户账户前或後构成包括该客户在内的任何原告、而安联银行、以及其代理和被任命人将面对的所有处罚、损失、损坏、索赔、开支、以及费用（包括律师与客户间在内的法律及非法律相关费用），该客户将根据本12条款负起全责。

16. Disclosure /披露

16.1 The Customer consents to and authorises the Bank and its officers and employees to disclose and furnish all information concerning the Customer particulars and affairs (financial or otherwise), account details, relationship with the Bank, the terms of agreement and any other matters relating to the Customer or its business and operations to the following classes of persons in such manner and to such extent as the Bank may consider necessary:

“客户”同意和授权安联银行、其管理人员、以及员工可以将“客户”的资料和情事（财务或其它）、账户细节、与安联银行之间的关系、协议条款、以及其它与“客户”、或其业务和经营相关的所有资料提供给以下所述人士：

- a. the Bank's related companies by virtue of the Companies Act 2016 or any associated company of the Bank (the Bank together with the aforesaid related/associated companies are collectively referred as "the Group") and their assignees

and successors-in-title. For avoidance of doubt, disclosure to the Group shall be for facilitating the contract between us for products and services that you applied;

2016 年公司法 (Companies Act 2016) 项所规定的安联银行相关公司、或安联银行的任何关联公司 (安联银行与相关/关联公司合称“本集团”)、以及它们的受让人和业权继承人。为免生疑问, 向本集团披露是为了促进我们之间就您申请的产品和服务签订合同;

- b. regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States and Common Reporting Standard (“CRS”) Policy;
马来西亚内外, 包括根据美国, 国外帐户税收合规法案和通用报告标准 (CRS) 政策制定的法规的监管机构, 政府机构, 税务机关, 警察, 执法机构和法院;
- c. other banks or financial institutions and any other relevant authority as may be authorised by law to obtain such information, or such authorities/agencies established by Bank Negara Malaysia, or any agency established by the Association of Banks in Malaysia / Association of Islamic Banks in Malaysia. For avoidance of doubt, the disclosure shall be for facilitating the contract between us for products and services that you applied;
法律授权取得这些资料的其它银行、或金融机构、以及其它相关主管机关、或由马来西亚国家银行设立的主管机关/机构、或马来西亚银行公会/马来西亚回教银行公会设立的任何代理机构。为免生疑问, 向本集团披露是为了促进我们之间就您申请的产品和服务签订合同;
- d. Central Credit Reference Information System, Dishonoured Cheques Information System, credit bureaus, credit reporting agencies and corporations set up for the purposes of collecting and providing credit information;
中央信贷参考资讯系统 (Central Credit Reference Information System)、不承兑支票资料系统 (Dishonoured Cheques Information System)、以及旨在收集和提供信贷资料的信贷回报机构;
- e. the Bank’s accountants, auditors, solicitors, advisors, consultants and/or other agents as may be required for the proper performance of their functions, duties and obligations to the Bank and the Group. ;
旨在让安联银行以及集团得以发挥功能、执行任务、以及落实责任的安联银行会计师、审计师、律师、顾问、及/或其它代理;
- f. the Bank’s service providers, nominees, agents, contractors or third party service providers engaged by the Bank and its related or associated companies to carry out the Bank’s functions and activities;
旨在发挥安联银行功能和活动、由安联银行及其相关或关联公司接洽的服务提供者、被任命人、代理、承包商、或第三方服务提供者;
- g. any entity which the Bank thinks fit taking into consideration public interest, allegations of fraud/forgery/any crime allegedly committed through the Account and/or by the Customer;
安联银行考虑了公共利益、据称透过客户账户所犯下的欺诈/伪造/任何罪行指空後而认为适当的任何法人实体;
- h. an external party as may be required for any corporate exercises / due diligence activities undertaken by the Bank and/or the Group ;
安联银行及/或集团因为可能需要落实企业活动/精密审计而接洽的外部方;
- i. any party which in the future may express intention to acquire an interest / shareholding in the Bank / pursuant to any proposed arrangement, composition, merger, acquisition / restructuring between the Bank and such parties; and
根据安联银行与任何一方之间的安排、协议、合并、收购/重组计划、未来可能表达有意收购安联银行权益/股权的任何一方; 以及
- j. any other persons or entities with the Customer’s prior consent.
客户事前同意下的任何其他人或公司。

16.2 The Customer hereby consents to such disclosure and confirms that the Bank, the Group, its officers and employees shall be under no liability for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with this terms and conditions

客户” 谨此不可撤回的同意披露这些资料、同时确认, 對於提供这些资料、任何依赖这些根据本条款和条件而得的资料所造成的结果、安联银行、“本集团”、其管理人员、以及员工概不负责。

17. Termination / 终结

17.1 The Bank or the Customer may close the account and/or terminate the Services by giving the other party seven (7) working days written notice. Upon the issuance of the notice of termination, the Customer shall make arrangements for the transfer of existing units from the Custodian to the Customer or such other person which the Customer may elect before the effective date of termination. If the Customer fails to complete such arrangements, the Bank (at the cost of the Customer) may transfer or redeem the Units held in such manner as the Bank may think fit and the Bank is authorised to give necessary instructions to third parties i.e. service providers, nominees, agents or contractors engaged by the Bank and its related or

associated companies on behalf of the Customer to execute such documents and to do all such other things as the Bank shall think fit at its discretion, without any liability for any costs, expenses, losses or damages of nature incurred or suffered by the Customer.

安联银行或该客户可以在给予对方7个工作日书面通知下关闭该账户及/或终止“本服务”。提交终结通知时，该客户必须安排将现有单位从“托管人”转移至该客户、或该客户可能在终结生效日前所指定的其他人。如果该客户无法安排，安联银行（该客户付费）将自行决定转移或赎回该单位，而安联银行将不可撤回的获授权指示第三方代表该客户例如银行及其相关或联营公司聘请的服务提供商、代理人或承包商执行安联银行自行决断认为应该处理的事，而且不负责客户可能遭受到的开支、费用、损失、或损坏。

18. Governing Law and Jurisdiction / 监管法规与司法权

18.1 This terms and conditions shall be governed by and construed in accordance with the laws of Malaysia. In relation to any legal action or proceedings arising out of or in connection with this said terms and conditions, the Customer hereby submits to the jurisdiction of the courts of Malaysia. Where request is made by the Customer for the Bahasa Malaysia version of the terms and conditions herein, the Bank shall provide the same to the Customer.

安联银行、或代表安联银行的任何托管人所发的通知、确认函、陈述、通告、信件、或要求必须以以下任何一种方式发出。

19. Amendment of Terms and Conditions / 条款和条件的修改

19.1 Any notification, confirmation, statement, notice, letter or demand shall be sent by the Bank or any Custodian on the Bank's behalf to Customer in any of the following manner:

安联银行、或代表安联银行的任何托管人所发的通知、确认函、陈述、通告、信件、或要求必须以以下任何一种方式发出：

- a. By notice in the account statement;
通过账单中的通知；
- b. By notice at any of the Bank's branches premises;
通过在银行任何分行场所进行通知；
- c. By ordinary post or registered post or courier or by hand sent to or left at the Customer last known address as per the Bank's record and shall be deemed to be received by the Customer within five (5) business days from posting if sent by ordinary post or registered post and within two (2) business days from sending if by courier or when delivered;
一般邮寄、或挂号邮寄、或快递、或亲手送交、或送达“客户”最后一次向安联银行记录的地址，从寄出当天的5个营业日内将被视为该客户已经收到而如果经由一般邮寄或挂号邮寄送交，则从寄出当天的2个营业日内将被视为该客户已经收到；
- d. By general notice in newspaper or posted at the Bank's branch premises or on visual screen through a computer or visual terminal or on the Bank's website at <https://www.alliancebank.com.my/> and the notice shall be deemed to have been sent or effective from the date of such notice or the date specified in the notice; or
在报章上刊登通告、或寄至安联银行分行处、或在电脑或终端机上公告、或在安联银行官网（<https://www.alliancebank.com.my/>）上公告，而该公告将被视为已经寄达、或从公告日起、或该公告所注明的日期起生效；
- e) By notice via electronic messages which shall be taken to have been received at the time of transmission.
通过电子消息的通知，该消息应视为在发送时已收到。

19.2 Any notices required to be given by the Customer to the Bank may be given by ordinary or registered post or courier sent to or left at the designated branch at which the Account(s) is maintained and shall be effective upon acknowledgment of receipt by the Bank.

“客户”应该要送交安联银行的任何通知，可以透过一般或挂号邮寄、或快递或亲手送交“账户”所在特定分行的方式送交，同时将从安联银行确认收件日起生效。

19.3 The Bank shall send or cause to be sent to the Customer statements relating to the Customer's Account at Customer last known address as per the Bank's record. The Customer is required to review the transactions recorded in the statements and notify the Bank of any errors, irregularities, discrepancies, claims or inaccuracy. If the Customer does not notify the Bank to the contrary within fourteen (14) calendar days from the date on which the Customer receives or have received the statement, the Customer have accepted all the entries contained therein as being correct and binding against the Customer and the Customer shall be precluded from making any claim against the Bank by alleging that the statement is inaccurate.

安联银行应根据银行的记录，将与客户账户有关的报表发送或安排发送至客户最后为人所知的地址。客户必须检查陈述内交易记录，一旦发现有误、违规、差异、索赔、或误差必须通知安联银行。如果该客户没有在收到或被视为已收到该陈述日算起的14个日历日内通知安联银行有错，该客户将被视为接受所有的资料皆正确无误，而该客户将无权宣称该陈述有误而向安联银行索赔。

20. Representations, warranties and undertakings/ 陈述、保证和承诺

20.1 The Customer represents, warrants and undertakes: / 客户表述、保证和承诺

- a) that it has full legal capacity and authority to enter and accept these Terms and Conditions;
其具有进入和接受这些条款和条件的完全法律能力和权限;
- b) that it is duly authorized and empowered to perform its duties and obligations hereunder and that the terms of these Terms and Conditions do not constitute a breach of any obligations by which the Customer is bound whether arising by contract, operation of law or otherwise;
它被正式授权和授权履行其在本协议项下的职责和义务，并且这些条款和条件的条款不构成违反客户因合同、法律实施或其他原因而承担的任何义务;
- c) that the Customer is not relying on any advice (whether oral or written) of the Bank regarding any transaction or the Investment Services, and the Bank is not acting as fiduciary or advisor to the Customer in connection with any transaction or the Investment Services;
客户不依赖安联银行关于任何交易或投资服务的任何建议（无论是口头的还是书面的），并且安联银行不就任何交易或投资服务担任客户的受托人或顾问投资服务;
- d) the source of funds used in the investment is lawful under the laws and regulations (including any exchange control rules and regulations) of the jurisdiction binding upon or applicable to the Customer, is not in contravention of any anti money laundering rules and the Customer will take all necessary actions to ensure that all such laws and regulations will not be contravened and will be complied with at all times;
投资所使用的资金来源在对客户具有约束力或适用于客户的司法管辖区的法律法规（包括任何外汇管制规则和法规）下是合法的，不违反任何反洗钱规则并且客户将采取一切必要行动，确保所有此类法律和法规不会被违反并始终得到遵守;
- e) that all information provided by the Customer to the Bank including but not limited to information on the identity of the authorized signatories, source of funds and its tax status, is true, complete and accurate in all respects and the Customer undertakes to inform the Bank immediately in writing of any changes in such information.
客户向安联银行提供的所有信息，包括但不限于授权签字人的身份、资金来源及其税务状况等信息，在所有方面都是真实、完整和准确的，并且客户承诺告知安联银行立即以书面形式告知此类信息的任何变更。

21. General / 一般

21.1 The Customer shall not hold the Bank responsible for any loss or damage which the Customer may suffer arising from:- 客户不能就客户可能因以下原因遭受的任何损失或损害而要求银行负责：-

- (i) service failure, delay error due to breakdown or non-availability or malfunction of any computer, network or equipment, software or hardware beyond Bank's control unless it is proven that the same occurred due to gross negligence act or omission of the Bank; or
由于银行无法控制的任何电脑、网络或设备、软件或硬件的故障或无法使用而导致的服务失败、延迟错误，除非能够证明此类情况是由于银行的重大疏忽行为或疏忽所致；或者
- (ii) attempted or actual acts of terrorism, outbreak of pandemics, acts of God, severe weather condition, action by the government or national or municipal body or agency- or any other authority or an unforeseen event, condition or any circumstances beyond the Bank's control.
未遂或实际的恐怖主义行为、流行病的爆发、不可抗力、恶劣的天气条件、政府或国家或市政机构或机构的行动-或任何其他当局或银行无法预见的事件、条件或任何无法控制情况。

21.2 The issue prices and redemption (realisation) prices are determined by the Fund Managers in accordance with the relevant trust deed or prescribed procedures on a day on which dealings take place of Units in the Fund ("Dealing Day"). Any price or value given by the Bank in respect of any Fund is not final and binding and is only indicative information provided to the Customer and the Bank shall not be responsible or liable therefore. 发行价与赎回价由“基金经理”在该基金单位交易日（“交易日”）当天根据相关信托契约或规定程序决定。安联银行所说明的任何基金价格或价值都不是最终和有约束力的价格或价值，它们只是提供给客户的参考资料，因此，安联银行概不负责。

21.3 In addition to any general lien or similar right to which the Bank may be entitled by law, the Bank shall be entitled at any time and with notice to the Customer to combine, consolidate or merge the Customer account(s) with all or any of the Customer's account(s) with the Bank and set-off any amount or transfer any sum standing to the credit of any such account(s) with the Bank in or towards satisfaction of the Customer's liabilities with the Bank. 除了法律赋予安联银行的任何总括留置或类似权，安联银行有权随时以及在通知客户后结合、盘整、或合并所有或任何客户在安联银行开设的账户，以及清偿任何款项、或转账在安联银行开设的任何账户结存额以偿还该客户的安联银行欠款。

- 21.4 The Bank shall, and procure that the Custodian shall, comply with the provisions of any law, regulation or order now or hereafter in force which purports to impose any duties on the Bank and/or Custodian as the holder of any Funds to give any notification or to take or refrain from taking any action.
就发出任何通告、或接受或拒绝采取行动而言，安联银行必须、且引导“托管人”必须遵守旨在对作为任何基金持有人的安联银行及/或“托管人”施加任何义务的现在或以后生效的任何法律，规定或命令。
- 21.5 The Bank shall be under no duty to take any action other than as specified in this terms and conditions with respect to any Funds or cash of the Customer held by the Bank and/or Custodian under these terms and conditions. The Bank shall be entitled to receive and to act, or procure the Custodian to act, upon any advice of counsel or its in-house legal advisers and shall be without liability for any action taken or thing done in good faith in reliance upon such advice.
就安联银行及/或“托管人”根据本条款和条件保管“客户”的基金或现金而言，除非本条款和条件注明、否则安联银行没有责任采取任何行动。安联银行有权根据内部法律顾问的建议接受和采取行动、或引导“托管人”采取行动，同时只要根据该建议行事，安联银行就不需要对善意行动或情事负责。
- 21.6 The Bank reserves the right to add to, vary, amend or delete any or all the terms and conditions at any time and from time to time at its discretion with prior notice. The opening and continued operation of the account(s) by the Customer shall constitute consent by the Customer to be bound by this terms and conditions.
安联银行保留随时、不时在提前通知客户后自行决断增加、修改、修正、或删除任何或所有的本条款和条件的权力。“客户”开设以及持续经营“账户”、意味“客户”同意遵守本条款和条件。
- 21.7 If any of this terms and conditions is held or considered to be void unenforceable, the other terms will remain in full force and effect.
如果本条款和条件有任何一条失效，其它条款将持续有效。
- 21.8 Unless the context otherwise requires, in this terms and conditions words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine.
除非意义另有所指，否则在（英文版）本条款和条件中、凡表示单数之字眼包括复数含义，反之亦然，凡表示阳性之字眼亦包含阴性含义。

22. Anti-Bribery and Corruption / 反贿赂和腐败

The Bank has instituted and maintains policies and procedures designed to prevent bribery and corruption by the Bank and its directors, officers, or employees; and to the best of the Bank's knowledge, neither the Bank nor any director, officer, or employee of the Bank has engaged in any activity or conduct which would violate any anti-bribery or anti-corruption law or regulation applicable to the Bank. The Bank has not, and covenants that it will not, in connection with the conduct of its business activities, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly to any individual.

银行制定并维护了旨在防止其及其董事，高级管理人员或雇员行贿和腐败的政策和程序；就银行所知，银行及其任何董事，高级职员或雇员均未从事任何违反适用于银行的反贿赂或反腐败法律或法规的活动或行为。银行没有，并且承诺不会就其业务活动的开展，授权，批准或提议作出或采取任何行动来促进任何付款，捐款，礼物，偿还或其他转移直接或间接向任何个人提供任何有价值的物品或进行任何招揽。

By virtue of applying for this product, Customer hereby acknowledges that it has been made aware of the Bank's anti-bribery and corruption summary of the policy available at <https://www.alliancebank.com.my/Anti-Bribery-and-Corruption-Summary-of-Policy.aspx> and further covenants / undertakes that it shall not indulge in such corrupt practices in whatsoever manner whether directly or indirectly with any directors, officers or employees of the Bank.

通过申请此产品，客户特此确认已了解该银行在网址<https://www.alliancebank.com.my/Anti-Bribery-and-Corruption-Summary-of-Policy.aspx>有关反贿赂和反腐败政策的摘要，并且承诺其不得以任何方式直接或间接与银行任何董事，高级职员或雇员放任于这种腐败行为。