



Investment Services Terms & Conditions

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These Terms and Conditions apply to Standard Chartered Bank Malaysia Berhad's Investment Services (as defined below) and all transactions under the Services. We may amend or add to these Terms and Conditions at any time by giving you notice, including a notice in your account statements or by displaying a notice in our branches. You are bound by such amendments if you continue to use our Investment Services or continue to maintain Investments with or through us.

1. DEFINITIONS AND INTERPRETATION

- (a) References to clauses mean clauses in these Terms and Conditions, unless otherwise specified.
- (b) The inclusion of a type of service or account in these Terms and Conditions is not a representation that we do offer or make available such a service or account.
- (c) In these Terms and Conditions, words referring to the singular include the plural and vice versa, and words referring to the masculine gender include the feminine.
- (d) Where these Terms and Conditions refer to any particular time, the time recorded in our systems is final and conclusive in respect of all transactions governed by these Terms and Conditions.
- (e) Throughout these Terms and Conditions, the following expressions will bear the meanings set out below, unless otherwise stated or the context does not permit:

"Account" means the relevant account or accounts held in your name, or for you as beneficial owner, and maintained with the Custodian or Broker, for purposes of holding your Investments under the Investment Services.

"Authorised Person" means a person you have authorised to act for you in connection with your Investments.

"BNM" means Bank Negara Malaysia.

"Bond Investments" means bonds and other debt securities, whether issued within or outside Malaysia, but excludes Structured Products.

"Bond Investment Services" means the Investment Services in relation to Bond Investments.

"Broker" means the broker with whom we have arrangements for the Equity Investment Services.

"Business Day" means a day (other than Saturday, Sunday or a public holiday) on which banks are open for business in Kuala Lumpur.

"Consolidated Statement" means the consolidated statement which we offer, in which Statements for multiple Accounts or types of accounts are consolidated into a single Statement.

"Contact Centre" means our Contact Centre, which may be contacted at:

Address	:	Standard Chartered Bank Malaysia Berhad Contact Centre Malaysia P.O Box 10580 50718 Kuala Lumpur Malaysia
Telephone number	:	1 300 888 888 or +603-77118888

"Custodian" means the custodian(s) appointed by us to hold Investments for you under the Investment Services, and shall (where the context permits) include any sub-custodian(s).

"Cut-Off Time" means the last time on each Business Day or Dealing Day for us to receive instructions from you.

"Dealing Day" means:

- (i) In respect of Equity Investments, a day on which the relevant Securities Exchange is open for trading;
- (ii) in respect of Unit Trust Investments, a day on which the relevant Investment Company accepts dealings in the Investments; and
- (iii) in respect of Other Investments, a day on which the relevant exchange, clearing house or other relevant enabling body is open for trading in such Other Investments.

"Equity Trading System" means any trading system which we and/or the Broker may provide (without obligation) for the purposes of the Equity Investment Services.

"Equity Investment Services" means the Investment Services in relation to Equity Investments.

"Equity Investments" means stocks, shares and other equity securities, including any right, option or interest in respect thereof (but excluding futures contracts and Structured Products), whether issued within or outside Malaysia.

"eStatement Service" means the service which we offer in which Statements are sent to or accessed by you via electronic means.

"Fees and Charges" means our fees and charges imposed under the Investment Services.

"Instruction" means any instruction which you give us for any dealings in Investments, or for the registration, withdrawal or collection of Investments.

"Investments" means Bond Investments, Equity Investments, Unit Trust Investments and Other Investments.

"Investment Company" means a company which manages or issues Investments made available under our Investment Services, including but not limited to a bond issuer or unit trust management company.

"Investment Materials" means prospectuses, reports and accounts, promotional and advertising literature, statistical information and other publications and materials issued by any Investment Company or issuer of Investments, or relating to any Investments.

“Investment Services” means the services which we provide to you for your dealing in Investments under these Terms and Conditions. We may provide these services directly or through any Custodian, sub-custodian, Broker, nominee, securities depository, or other third party.

“Joint Account” means an Account held in the name of more than one accountholder.

“Joint Accountholder” means each person in whose name a Joint Account is held.

“Losses” means any losses, damages, demands, claims, liabilities, costs (including legal costs) and expenses of any kind.

“Other Investments” means any kind of investment instrument which we may offer, other than Bond Investments, Equity Investments and Unit Trust Investments, whether issued within or outside Malaysia, but excluding futures contracts, bills of exchange, promissory notes, certificates of deposit issued by any financial institution, and Structured Products.

“Password” means the respective secret codes given to you, or which you choose, and which is used to confirm your identity whenever you use certain services.

“Prevailing Overdraft Rate” means the rate of interest which we may charge on debit balances in cash accounts (not being credit facilities granted under a letter of offer from us).

“Regular Investments” means instructions which you give to us for the placement of pre-agreed sums of moneys in Investments which you specify, on a regular periodic basis.

“Regular Investment Date” means a date on which a Regular Investment transaction is to be made.

“Securities Exchange” means any stock exchange recognised by the relevant authorities, at which any Equity Investments in which you have invested or wish to invest under the Equity Investment Services, is or may be traded.

“Settlement Account” means the cash account which you designate for payment transactions relating to the Investment Services.

“Statement” includes a statement of accounts, or a contract note, confirmation notice or advice for our Investment Services, or any similar document, as applicable.

“Structured Products” means securities where the value is calculated by reference to changes in an underlying asset, index or security.

“Trading Session” means, in relation to a Securities Exchange, the specific periods of time during which that Securities Exchange is open for trading in Equity Investments.

“Unit Trust Investment Services” means the Investment Services in relation to Unit Trust Investments.

“Unit Trust Investments” means investments in mutual funds, unit trust funds or other types of collective investment schemes, whether set up within or outside Malaysia.

“We”, “our” and “us” refers to Standard Chartered Bank Malaysia Berhad.

“Website” means our website, currently at www.standardchartered.com.my.

“You” and “your” refers to the accountholder(s) named in the Account opening form, and reference to actions by such person includes actions taken by the Authorised Person.

2. AVAILABILITY OF INVESTMENT SERVICES

- (a) The Investment Services are only available to individuals aged 18 years and above (as of last birthday).
- (b) In applying for and by using the Investment Services, you/each of you confirm that:
 - (i) you are not a citizen or green card holder of the United States of America, its territories or possessions (“USA”), and you do not reside in the USA;
 - (ii) you are not otherwise a “U.S. Person” as defined in the United States Securities Act of 1933; and
 - (iii) if paragraphs (i) or (ii) above change or appear likely to change, you will notify us in writing as soon as reasonably practicable and in any event within 30 days of such change or of your becoming aware of the likelihood of such change. You must not purchase any further Investments using the Investment Services after either paragraph (i) or (ii) has changed.
- (c) Any information which you give to us, whether in your application for the Investment Services or in relation to your use of the Investment Services, is a representation to us. We provide the Investment Services to you in reliance on this information. It must be correct, complete and not misleading. You must notify us immediately if you become aware that any information you have given is incorrect or misleading, or if the information changes.
- (d) We have the right to freeze or suspend operation of the Account and to refuse any transactions if you breach any of these Terms and Conditions or:
 - (i) if any Instructions given to us are ambiguous or contravenes our policies;
 - (ii) if we suspect that there may be any illegality in any transaction;
 - (iii) in order to comply with an order or directive from any authority having jurisdiction over us; or
 - (iv) if we require any further instructions, information or documents.

3. INFORMATION ON INVESTMENTS

- (a) When you request to purchase any Investments, we will give you the most recently published editions of Investment Materials available to us in connection with those Investments. After that, when additional Investment Materials in respect of those Investments are issued, we may choose to either send them to you or to make them available for inspection or collection at our branches.
- (b) The Investment Materials which we give to you may comprise:

- (i) materials produced and given to us by the Investment Companies, and/or
 - (ii) statistical information which we collate in respect of past performance of relevant Investments.
- (c) You agree that we do not have nor will we undertake any fiduciary or other duty of care or skill to you. You will be responsible for all investment decisions. We are not responsible and will not be liable to you in any way:
- (i) to advise or give any recommendation to you as to whether or not to invest in any Investments. You should seek independent tax, regulatory, legal, financial and other advice that may be appropriate in connection with these Investments and your investment decisions.
 - (ii) for any Losses which you may suffer as a result of any transaction in any Investments, or any other transaction which you may make or omit based on any Investment Materials we provide.
- (d) If you wish to raise any questions or seek further details in respect of the Investment Materials provided, you may address such questions to us (preferably in writing) and we will try (without obligation) to obtain a written response to such questions from the appropriate issuer or representatives of the relevant Investment.
- (e) We will not be responsible or liable for any information or advice provided by the Broker, or for the accuracy, completeness, reliability, or timeliness of any Equity Trading System. We make no representation or warranty with respect to any Investments or the issuer of such Investments. Our duty and the duty of our employees and representatives in providing you with information on Investments, and in answering any questions you may have on Investments, is only to be honest. This duty does not include any obligation to conduct any due diligence investigation or research into either the Investment or its suitability for you or your objectives.

4. QUOTATIONS AND CONFIRMATIONS

- (a) Any quotes on the price of Investments or other information provided via any automated quotation system maintained by us or by the Broker (including but not limited to systems operated by way of terminal, over the telephone or by facsimile) is provided by independent third party(ies). We will not be responsible for the accuracy, completeness or timeliness of such information.
- (b) All Instructions will be executed at the then current market prices. Neither we nor the Broker represent to you that any Instruction will be executed at a price previously quoted to you by way of an automated quotation system or otherwise.
- (c) Any written confirmation sent out by us or by the Broker is (except for obvious mistakes) conclusive as to the price at which any particular Instruction has been executed. The confirmations will be treated as accepted by you if you do not object to it in writing within 7 Business Days after it is sent to you. Information given over the telephone as to the status of the Account, the Settlement Account or any particular transaction is not binding on us or any Broker.

5. ACQUISITION, HOLDING AND REDEMPTION / SALE OF INVESTMENTS

- (a) If you use the Investment Services to purchase any Investments:
- (i) you instruct us to place a purchase order ("Purchase Order") for such Investments with the relevant Investment Company or the Broker. This Instruction will be treated to mean (unless we tell you otherwise) that:
 - (A) in the case of Bond Investments, you agree to purchase such Investments from us acting as principal; and
 - (B) in the case of Equity Investments, Unit Trust Investments and Other Investments, you authorise us to place a Purchase Order for you with the Investment Company, in accordance with the Instruction. Any such Purchase Order will specify that any Investments allotted are to be held in our name; and
 - (ii) until we or the Broker have sent you an order confirmation or Statement confirming the purchase of the Investments, you will not be entitled to any such Investments. If we have received purchase orders from other clients for the same Investments, we may put your Purchase Order together with the other purchase orders and place an aggregated purchase order. We reserve the right to place your Purchase Order or sell to you (as the case may be) only if this aggregated purchase order reaches or exceeds a minimum threshold.
- (b) Neither we, nor any Investment Company which receives a Purchase Order from us, are/is obliged to accept the Purchase Order. Neither we nor the Custodian will be responsible or liable:
- (i) to ensure that you get that Investment; or
 - (ii) for any Losses (including any loss of investment opportunity) which you may suffer if we or the Investment Company refuses to accept, or delays in accepting, the Purchase Order;
- (c) Any Investments purchased under our Investment Services, and any Statements issued by the Investment Company in respect of such Investments, will be sent to and held by the Custodian. If any registration is required, the Investments will be registered in the name of the Custodian as custodians for you.
- (d) If we place an aggregated purchase order in accordance with paragraph (a)(ii) above, and the Investment Company issues the Investments to the Custodian, the Custodian will allocate the Investments between the various purchasing clients including yourself, in such proportions as we consider appropriate. If the amount of the Investment purchased by you is smaller than any minimum denomination issued by the Investment Company, you will only hold an interest in a fraction of the Investment. This means that you may not be able to sell or transfer the Investment before it matures, unless we have aggregated orders to sell or transfer that Investment that meet the minimum denomination requirement.
- (e) When you redeem or sell any Investments under our Investment Services, we will credit to your Settlement Account the proceeds (net of any fees, charges or expenses of the redemption or sale) received for the redemption or sale.

- (f) If any of your Accounts holds no Investments and remains inactive for at least 1 year consecutively, we may at our discretion close that Account. After that, if you wish to conduct any further transactions under our Investment Services which needs such an Account, you will have to open a new Account.
- (g) If any of your Accounts holds Investments (other than Unit Trust Investments in target maturity funds or Bond Investments with a tenure beyond the period mentioned in this paragraph) but remains inactive for at least 10 years consecutively, and we are unable to obtain instructions from you on such Investments at the end of that period, we may at our absolute discretion redeem or sell all those Investments and close the Account. If this happens, we will be entitled to either:
 - (i) credit the proceeds of those Investments into your Settlement Account (if still subsisting); or
 - (ii) send a cashier's order for the amount of such proceeds (net of our costs) by post to your last address in our records.
 If we do either of these, we will not owe you any further obligations on those Investments.
- (h) If any Investment Company or any relevant authority instructs the Custodian, as registered holder of any Investments, to divest itself of the Investments in accordance with any laws or regulations, or in accordance with the terms and conditions of the Investments, the Custodian will redeem or sell the relevant Investments and credit the proceeds to your Settlement Account.

6. DISBURSEMENT AND RECEIPT OF MONEYS

- (a) If any money which you must pay in connection with an Instruction ("Payments") is not due immediately, you irrevocably allow us to place a stop order in the Settlement Account at any time after we receive that Instruction, to earmark an amount which we estimate to be needed for that Instruction. You will not be able to use the earmarked amount. We may adjust the earmarked amount after the Investment Company, Broker or other relevant party informs us of the exact amount of the Payments due. This amount will continue to be earmarked until the Payments are paid or it is confirmed to our satisfaction that the Instruction cannot be carried out.
- (b) We, the Broker and the Custodian will pay all proceeds (including profits and contra gains) from any dealings in your Investments under the Investment Services into your Settlement Account.
- (c) We may require that a particular Settlement Account be designated only for the Investment Services, or for a specific part of the Investment Services. If we impose this requirement, you must open a cash account of a type and under such terms and conditions, as we stipulate, to be that Settlement Account. If you do not do this, we may refuse to let you use the Investment Services, or that part of the Investment Services.
- (d) Settlement Accounts must be in the same currency as that of the relevant Investment, Securities Exchange or clearing house.
- (e) Except as described in paragraph (f) below, we will make the following payments from your Settlement Account without need for further instructions from you, and you allow us to make such payments:
 - (i) when you purchase any Investments under the Investment Services, and for any payments in connection with registering the Investments in the name of the Custodian;
 - (ii) to pay all taxes, fees, disbursements, charges and expenses which you must pay (whether to us, the Custodian or otherwise under these Terms and Conditions or in respect of the acquisition, holding or disposal of any Investments; and
 - (iii) for any payments in connection with the switching of Unit Trust Investments or redemption of Investments for you.
- (f) You must keep enough money in your Settlement Account to pay for all purchases (including Regular Investments), and for any fees, costs or other expenses which you must pay under these Terms and Conditions. If we find that there is not enough money in your Settlement Account at any time for these payments (taking into account all other payments debited or due to be debited), we may:
 - (i) decline to place the relevant Purchase Order for you;
 - (ii) if there is more than one Instruction for purchase of Investments, we have the absolute discretion to decide which Instructions will be carried out;
 - (iii) force-sell any Investments acquired for you;
 - (iv) at our sole and absolute discretion, debit your Settlement Account and allow it to be overdrawn by any shortfall amount ("Advance") for the purpose of that Purchase Order or paying those costs, fees or expenses. If this happens, you must pay interest on the Advance at the Prevailing Overdraft Rate. In addition, you must immediately settle the debit balance on your Settlement Account when we demand it. If you do not settle that debit balance after our demand, we are entitled to charge additional interest at 1% p.a. on the unpaid amount (both before and after judgment), and do any or all of the following, at our discretion:
 - (A) get the Custodian to liquidate (on such terms as we consider appropriate) as much of your Investments as necessary to pay the debit balance caused by Advances.
 - (B) set off the debit balance or increased debit balance on your Settlement Account against any credit balance which you may have in any other accounts with us, without need for your further instruction or consent.
- (g) We will credit the following money into your Settlement Account:
 - (i) all cash which we receive from you or for your account for the purposes of acquiring Investments;
 - (ii) all cash which we or the Custodian receive from the disposal or redemption of any of your Investments; and
 - (iii) all income and other payments received in respect of your Investments.

If the Settlement Account is closed or cannot be accessed when we receive any proceeds, income or other payments in respect of your Investments, we are entitled to credit those payments to any other cash account where you are the only

legal and beneficial owner(s) in our records. If there is no such other account with us, we may issue a cashier's order for the amount of such payments (net of our costs) and send it by post to your last address in our records. If we do either of these, we will not owe you any further obligations on those payments.

7. CUSTODY OF INVESTMENTS

- (a) We will get the Custodian to record and hold in a separate account in its books all Investments which the Custodian receives for you.
- (b) We will have a first and general lien on all Investments held under the Investment Services, for any amounts which you may owe us.
- (c) We and the Custodian are each entitled to appoint any bank, trust company or member firm of any securities exchange to act as:
 - (i) a sub-custodian of any of the Investments which we hold or the Custodian holds under these Terms and Conditions; and
 - (ii) an administrator to assist in the performance of obligations pursuant to these Terms and Conditions; (“Sub-Custodian”) on such terms as we may consider appropriate. We do not need your further consent to make this appointment. We will not be liable or responsible for any act or omission of any the Sub-Custodian or any of its officers, employees or agents in connection with the Investments in its custody.
- (d) You authorise us and the Custodian to:
 - (i) register the Investments or any of them in our / the Custodian’s name;
 - (ii) deliver on your behalf any of the Investments to any authority as required by law or the rules of the relevant stock exchange or clearing house; and
 - (iii) do anything else we consider necessary or expedient in order to effectively provide the Investment Services.
- (e) Unless we receive an instruction to the contrary, we will arrange for the Custodian, or Sub-Custodian to:
 - (i) hold for your account all stock dividends, rights and similar securities issued with respect to any of your Investments which they hold;
 - (ii) receive and collect all interest, dividends and other payments or distributions of income in respect of the Investments;
 - (iii) exchange interim receipts or temporary securities for definitive securities;
 - (iv) where money is payable in respect of any of the Investments in more than one currency, collect them in any currency which the law permits, as we or the Custodian may consider appropriate;
 - (v) complete and deliver on your behalf as beneficial owner any ownership certificates in connection with the Investments as the law requires; and
 - (vi) deal with any money collected as above or received as proceeds of redemption of any of the Investments, in accordance with paragraph 6 above.
- (f) Any Investments which we hold or the Custodian holds are at your sole risk. Our and the Custodian’s duty in respect of such Investments is limited to acting as bare trustee and to exercise good faith in respect of any action or inaction in relation to such custody. Neither we nor the Custodian are under any duty to examine or verify the validity of ownership or title to any Investments, and neither of us will be liable for any defect in ownership or title.
- (g) We will use reasonable efforts to make available to you on request all Investment Materials produced by Investment Companies in relation to the Investments we hold for you under these Terms and Conditions. We will send you all notices or circulars issued by such Investment Companies and received by the Custodian in relation to your Investments.
- (h) The Custodian will not vote any of the Investments held for your account except in accordance with your instructions as received by us, except that, where the Custodian’s holdings of such Investments include Investments held for of our other customers:
 - (i) Where the relevant company or Investment permits divided voting under the Custodian, we will make reasonable efforts to enable you to submit your votes, but you must bear any costs incurred in doing so; or
 - (ii) Where the relevant company or Investment does not permit divided voting under the Custodian, no votes will be submitted in respect of any of the Investments held by the Custodian.

Regardless of this, we or the Custodian may at our discretion decide not to exercise any such voting rights. You are not entitled to interfere with this decision.
- (i) Based on your written undertaking to fully indemnify us for all costs and liabilities we will make reasonable efforts to:
 - (i) execute, issue or obtain such ownership and other certificates as you may reasonably request for fiscal or tax purposes in connection with the Investments held under the Investment Services; and
 - (ii) make or request the Investment Company to make such applications and reports as may be required under the laws of any jurisdiction to apply for any tax privileges to which you are or may be entitled in connection with such Investments.

8. INSTRUCTIONS

- (a) You must ensure that there are enough Investments available in your Account to satisfy all sales of Investments under Instructions which you give us.

- (b) You must use the same style of signature on all Instructions as on the application form for the Investment Services. If you wish to change your signature, call upon us and we shall be pleased to arrange for the completion of another specimen signature.
- (c) Instructions must be given in a way which we specify, including:
 - (i) by letter delivered by hand or sent by prepaid postage duly signed by you; or
 - (ii) by fax message duly signed by you sent to the designated facsimile number notified by us from time to time; or
 - (iii) (in the case of Equity Investments) by an Equity Trading System via the internet; or
 - (iv) (in the case of Equity Investments) by telephone to the designated telephone number which we or the Broker may notify to you. We may also at our absolute discretion accept Instructions in respect of Unit Trust Investments or Other Investments by telephone, whether from a specific customer or in certain circumstances. If we do so, you will be bound by such Instructions.

We may at our discretion require that your Instructions for particular types of Investments be accompanied by a duly completed form, in the format which we prescribe.

- (d) When giving Instructions for dealings in Equity Investments, you must also quote:
 - (i) the number of your Account for Equity Investments and your Password for the Equity Investment Services; and
 - (ii) such other information as we or the Broker may require for verification of Instructions.

We and the Broker are entitled to rely on the belief that Instructions given as above come from you. We are not obliged to verify the identity of the person giving such Instructions or to require further confirmation in any form. Neither we nor any Broker will be liable for any Losses suffered or incurred by you as a result of any unauthorised Instructions if those Instructions comply with this paragraph.

- (e) If any Instructions are unclear, we may choose not to act upon them until the ambiguity has been resolved to our satisfaction. We are not obliged to verify the authenticity of any Instructions received by us.
- (f) Where biometric verification of your identity is available, we are further authorised to rely and act upon any instructions confirmed using such biometric verification.
- (g) Where instructions are received on a non-Dealing Day, or after the relevant Cut-Off Time for that particular service or type of transaction, we are entitled at our discretion to treat such instructions as received on the next Dealing Day and to process them accordingly. All Cut-Off Times are subject to change as and when we find it necessary or appropriate. You are advised to check with our branches or our Contact Centre for the latest applicable Cut-Off Time before giving any instructions.
- (h) Where we have accepted your ongoing Instructions, including but not limited to Regular Investments, such Instructions will remain binding and effective for our protection in respect of payments made in good faith. This will be the case regardless of your death or bankruptcy, or any other revocation of such Instruction, until and unless we receive satisfactory notice of the death, bankruptcy or revocation.
- (i) We may agree to act on telex, telephone, fax, electronic communication, email, letter or other form of instructions (for which we may impose such conditions or requirements as we deem appropriate). If we do so, we are authorised to act on any instructions which claim to be or which we believe to be, issued by you or an Authorised Person. You acknowledge and assume all risks associated with communication of instructions by such methods, and you release us from any and all claims or rights you may have against us in relation to such instructions. We are not required to obtain confirmation or make enquiry as to the genuineness of the instructions and may treat them as fully authorised by and binding on you, regardless of any error, misunderstanding, fraud or lack of authority in them. Regardless of this, we may, at our discretion, decline to act upon such instructions or request verification of instructions by means of a confirming telephone call to you or the Authorised Person.
- (j) We may (without obligation) require that any instructions given via any channel set out in paragraph (i) above should contain your Password, and you will be responsible for any improper use of such Password.
- (k) You undertake to keep us and our employees and agents indemnified against all Losses incurred arising out of anything done or omitted under any instructions given by any of the channels set out in paragraph (i) above.
- (l) You are solely responsible for ensuring the accuracy and completeness of all instructions which you give. We are not obliged to verify the accuracy and completeness of your instructions.
- (m) You agree to do such further acts and things and to execute such further documents as we consider necessary or desirable to ratify or confirm anything done by us in the proper exercise of any right or power conferred by these Terms and Conditions.
- (n) Unless you tell us otherwise in writing:
 - (i) any Authorised Person you appoint is fully empowered to act for you in all transactions with us, and we may comply with and act upon any instructions given by such Authorised Person without limitation,
 - (ii) the Authorised Person is authorised to arrange with us any advances (by way of discount, overdraft or otherwise),
 - (iii) the Authorised Person may order any transfer to his personal account,
 - (iv) Authorised Persons may delegate the powers conferred on them, or any of them, to others, and
 - (v) the Authorised Person may change any instruction previously given to us.
- (o) We are not obliged under any circumstances to take any action at any time outside of normal banking business hours in Malaysia. Subject to this,:

- (i) If we receive the Instructions before or at our Cut-Off Time, we will do everything reasonable to deliver any Purchase Order or application to the Broker or Investment Company on the same Dealing Day when we receive the Instructions;
- (ii) If we receive the Instructions later than the Cut-Off Time, we will do everything reasonable to deliver any Purchase Order or application to the Broker or Investment Company on the next Dealing Day after we receive the Instructions.

We will not be liable for any Losses which you may incur as a result of our failure to send or deliver any Purchase Orders or applications unless this failure results directly from our gross negligence or willful default.

We will inform you of the Dealing Days applicable to a particular Investment and our Cut-Off Time, if you request it.

- (p) Instructions are treated as received by us at the time our Investment Services Operations Centre or the Broker (or any replacement unit carrying out their) receives them on a Dealing Day.
- (q) We are not obliged to inform you immediately if any Instruction cannot be executed. Accordingly, if you need immediate confirmation whether any transaction has been effected, you should contact us.
- (r) Instructions to buy or sell Investments may be partially executed. Instructions to buy or sell Equity Investments will (to the extent not executed), lapse at the close of trading hours on the relevant Trading Session.

9. REGULAR INVESTMENTS

- (a) We will do our best to carry out Regular Investments not later than 3 Dealing Days from each Regular Investment Date. However, we will not be responsible or liable if any of them are not done or are late, due to reasons beyond our control.
- (b) We may in our absolute discretion terminate the Regular Investments arrangement for future transactions, by giving you a notice. This termination may be in respect of a specific Investment or for all Regular Investment arrangements. We need not give you our reasons for the termination.
- (c) We may impose a charge on each Regular Investment transaction and debit that charge from your Settlement Account at the time of each transaction. We need not refund this charge if the Instruction cannot be done because there are insufficient funds in your Settlement Account. We may also debit your Settlement Account for any stamp duty which may be applicable.
- (d) If the transaction cannot be made due to insufficient funds in the Settlement Account, we may at our absolute discretion choose whether to:
 - (i) try again to carry out the transaction; or
 - (ii) cancel the transaction for that Regular Investment Date.

If we choose to try again to carry out the transaction, we have the discretion to decide when and how often to do so. Regardless of what we choose to do, we may also at our absolute discretion terminate the Regular Investment arrangement by written notice to you. However, if we choose not to terminate the arrangement, further transactions will continue on the next Regular Investment Date and after that, based on the availability of funds in the Settlement Account.

- (e) Please inform us in writing of any alterations or cancellations at least 2 weeks before the Regular Investment Date. If you inform us later than that, we will try but are not obliged to make that alteration or cancellation.

10. UNIT TRUST INVESTMENTS

- (a) The purchase of a Unit Trust Investment does not entitle you to any insurance coverage unless its prospectus says otherwise.
- (b) Where we or the Custodian receive any income or dividends in respect of any of your Unit Trust Investments, you irrevocably instruct us to reinvest that income or dividend by purchasing further units of the same Unit Trust Investments, if available.
- (c) If you wish at any time to redeem any of the Unit Trust Investments acquired under the Investment Services, you must instruct us to apply to the relevant Investment Company for the redemption and we or the Custodian will make that necessary application for you.

11. EQUITY INVESTMENTS

- (a) All funds due from you for an Instruction for any dealing in an Equity Investment will be debited from the Settlement Account designated for Equity Investments.
- (b) Dealings in Equity Investments are carried out by Brokers, which are Capital Market Services License holders.
- (c) By subscribing for the Equity Investment Services, you instruct us to forward Instructions to the Broker on your behalf. Despite this, we have the absolute discretion to determine whether or not to forward Instructions to the Broker, and the appropriate time for forwarding them, based on the circumstances at the time we receive the Instructions from you. In particular, we may refuse to forward any Instruction for a sale of Equity Investments if those Equity Investments are not yet fully registered in your name under the requirements of any applicable law or regulation. We will not be liable for the consequences of such refusal.
- (d) You allow us to deliver to the Broker, on your behalf, all money, share certificates (if any) and other documents relating to Equity Investments, which we may receive or hold in connection with dealings in Equity Investments conducted on your Instructions.

- (e) Brokers are authorised to act on any Instructions received by them (regardless of any delay, error, interruption or suspension in the transmission or communication of such Instructions). Neither we nor the Broker will be required to check the accuracy or authenticity of such Instructions. We and the Broker are also not liable for any losses or costs suffered by you as a result of the Broker acting upon them.

12. JOINT ACCOUNTS

- (a) This clause 12 forms an agreement between all owners of the Joint Account, as well as between you and us.
- (b) You agree that any of the Joint Accountholders is fully authorised and empowered to individually decide and give Instructions on the Investments (including future Investments) on behalf of all of you. All of you will be bound by all these decisions.
- (c) If we receive contradictory instructions from different Joint Accountholders, or if we believe there is a dispute between any of you in relation to any instructions or to the Joint Account, we may (without obligation):
 - (i) place a hold on the Joint Account until we receive written instructions from all of you together for the future operation of the Joint Account; or
 - (ii) proceed to close the Joint Account as per clause 19(a) below; or
 - (iii) take any other action as we think appropriate in our absolute discretion.
- (d) Each of you is jointly and severally liable for Instructions given by any of you.
- (e) Any Statement or communication sent to any one of you is taken as given to all of you.
- (f) If one of you dies, the surviving accountholder may give instructions and obtains title to the Investments and the whole Account, subject to any rights we may have.

13. STATEMENTS

- (a) Your Accounts will be recorded under Consolidated Statements, and separate Statements will not be issued.
- (b) You should keep all transaction records for verification. You must check your Statements for accuracy as soon as you receive them. You must report any mistakes or unauthorised transactions to us as soon as possible. If you do not report any mistake within 21 days after the date of the Statement (or any shorter period stated in the Statement), you are taken to accept that Statement as correct.
- (c) If you report a mistake in a Statement:
 - (i) we will investigate that transaction, and you agree to accept our decision; and
 - (ii) you are taken to accept as correct the rest of the entries in the Statement which were not reported.
- (d) We may cancel, reverse or debit any transactions in your Accounts and make any corresponding adjustments to the Statements:
 - (i) to correct a mistake (whether ours or anyone else's);
 - (ii) where we do not receive any Payments fully or promptly;
 - (iii) where we have reasonable grounds to do so.
- (e) Unless there is an obvious mistake:
 - (i) our records (whether in paper, electronic or other form) of an instruction, statement or other communication are conclusive evidence of its contents or our receipt or non-receipt of it; and
 - (ii) any certificate or decision we make about a matter or an amount payable in connection with the Investment Services is conclusive evidence.

14. PASSWORDS

- (a) You should change your Passwords regularly or, at minimum, whenever we or our systems require you to do so. You should not choose a Password you have used before.
- (b) Whenever you choose a Password, you must take care not to choose combinations of words or numbers that are likely to be guessed by unauthorised persons. For example, you should avoid your own or a relative's name or birthday, or any part of your telephone number.
- (c) You must take all reasonable steps to ensure that you safeguard your Passwords at all times. You must not disclose any details of your Passwords to anyone else, including to someone who is a joint accountholder with you, or to a member of our staff, or to someone giving assistance on a technical helpdesk in connection with any services.
- (d) You must not record your Passwords in a way that could make them recognisable by someone else as Passwords. It is particularly dangerous to keep any record of your Passwords together with details of your Account such as your Account number.
- (e) If you discover or suspect that a Password or any part of it is known to someone else, you must immediately change the Password yourself where possible. If this is not possible, you must notify us immediately by telephoning us at our Contact Centre or at any other number we may announce from time to time for this purpose. We will suspend use of the relevant service until new Passwords have been set up.
- (f) Unless you have notified us of a breach of security on a Password, you are liable for all transactions carried out using that Password.

15. THIRD PARTY AGENTS

- (a) Some of the services we offer or which you specially request may involve the use of third party agents or service providers, such as correspondents, stockbrokers or custodians, some of whom are taken as acting for you. You authorise us to appoint and terminate those agents or service providers, and to appoint replacements, at our absolute discretion. We will have full power and authority to negotiate and agree all arrangements with these agents or service providers, for you.
- (b) We may receive from the third party agents or service providers a commission or fee out of any fees or charges which they earn in respect of their services. We need not account to you in any way for the commission or fees.
- (c) Services provided by such agents or service providers are not being provided by us. You agree not to hold us responsible for any omission, delay, default or failure by the agents or service providers, or any incorrect or incomplete information or advice supplied by the agents or service providers to us.
- (d) You must pay or reimburse to us all costs of using such agents or service providers, including but not limited to any fees and/or other charges which they impose. You irrevocably authorise us to debit your Settlement Account with all such costs and to pay them to the relevant agent or service provider, in accordance with the agent or service provider's notice.

16. CONFLICT OF INTEREST AND BENEFITS

- (a) We or our affiliates may have an interest or relationship which may give rise to a conflict of interest in relation to your transaction. Such interest or relationship may include:
 - (i) acting as financial adviser or lending banker to an Investment Company;
 - (ii) being an underwriter, arranger or issuer of an Investment;
 - (iii) holding a long or short position in any Investments; and
 - (iv) being the other party to the transaction or acting as principal in a transaction. If we are the other party or the principal in a transaction, we may make a profit or loss or take a mark-up, mark-down or credit for our own account.

You agree that such interest or relationship and/or the resulting conflict of interest will not make us liable to you. We have no duty to disclose to you any fact or thing which we know or discover, in the course of that interest or relationship.
- (b) We may receive a commission, fees, or any other benefits ("Benefits") in connection with any transaction under the Investment Services. We are entitled to retain such Benefits for ourselves and need not account to you for them.

17. FEES AND CHARGES

- (a) By applying for and using the Investment Services, you agree to pay the applicable Fees and Charges set out in our Tariff of Fees and Charges.
- (b) We may debit your Settlement Account for the Fees and Charges as and when they become due.
- (c) If any regular Fees and Charges are payable (for example in relation to Regular Investments), we will give you at least 21 days' prior notice of any increase in such Fees and Charges. If this happens, you will not have to pay the proposed increase if you cancel your subscription for the services or close the affected Account during the 21 days. However, if you continue with your subscription for the services or continue with the affected Account after that period, you are taken to have accepted the increased Fees and Charges.
- (d) If you access any of our services or facilities via services provided by third party service providers (for example internet service providers or telecommunications service providers or operators), you will also have to pay the usual charges imposed by such third party service providers.

18. RIGHT OF LIEN AND SET OFF

- (a) We may set off any amount we owe you against any amount you owe us (whether or not due for payment). We may do anything necessary to effect a set-off under this paragraph, including varying any date for payment and making currency exchanges at the rate we consider appropriate.
- (b) If you have a joint account, we may set off any amount we owe you against any amount owing to us in any one account holder's account.
- (c) If the amount that you owe us is not yet known, we may estimate that amount and exercise our rights of set-off based on that estimated amount. A final settlement will be made between you and us when the actual amount owed is known.
- (d) We may refuse to carry out Instructions for dealings in your Investments if any amount you owe us is overdue. If you do not pay that amount when we demand it, we are authorised to sell or redeem any of your Investments held with us (whether at or before maturity), to discharge any part of the overdue amount.
- (e) Until all money that you owe us is fully paid, you may not claim any set-off or counter claim against us in respect of any liability from us to you or to any other party.

19. TERMINATION AND SUSPENSION

- (a) Either you or we may end this agreement, or your use of any of the Investment Services, by giving the other party prior notice in writing. Any notice we give you will take effect when you receive or are taken to receive it. Any notice you give us will take effect one Business Day after we receive it.
- (b) This agreement will end if you die or become legally incapable of contracting. However, anything done by us, the Broker or the Custodian before we receive written notice of your death or incapacity will be valid and binding on you and your heirs.

- (c) Ending this agreement, or your use of any Investment Service, does not affect any of your or our rights or obligations which arose before it ended.
- (d) After this agreement ends:
 - (i) we are allowed to arrange to transfer any Investments which we or the Custodian still hold to you or your estate, or to the survivor in the case of a Joint Account. However, we need not arrange the transfer until everything you owe us has been fully paid.
 - (ii) we are entitled to receive full reimbursement of all out-of-pocket expenses that we incur before the agreement ends, as well as any costs for the transfer of Investments under paragraph (i) above.
- (e) We may suspend any part of the Investment Services without having to provide a reason. If we do, we will notify you as soon as practicable.
- (f) We may stop any transactions at any time if:
 - (i) you have breached any term of this agreement or any other arrangement you have entered into with us; or
 - (ii) we suspect a transaction may be illegal; or
 - (iii) there is a dispute over who owns any Investments; or
 - (iv) we must do so to comply with a court order or order from an authority.

20. BANK'S RECORDS AND CUSTOMER INFORMATION

- (a) You allow us to obtain any information about you or your financial affairs as we consider necessary from any sources, such as any credit reference agency, government authority or other body.
- (b) You must inform us of changes in your address as early as possible in order that we can send you all Statements and other communications in a timely manner. While we will do our best to update our records promptly, it will take some time to update all our systems. The change of address will only be effective when our systems are updated.
- (c) You allow us to collect your personal data for the purposes of providing financial services and other related products.
- (d) You acknowledge that:
 - (i) we may, though we are not obliged to, record all telephone conversations between our staff and yourself;
 - (ii) we may listen to telephone calls received from you or in connection with the Accounts in order to assess and improve the quality of our products and services; and
 - (iii) all such recordings are our property, and we may refuse to release such recordings to any other party including yourself.
- (e) You agree to accept our records as binding and conclusive evidence of any transactions on your Accounts or your use of our Investment Services.
- (f) You acknowledge that we may destroy, erase or otherwise cease to maintain any records (whether in paper, electronic, data or other form) as we consider appropriate after such time as permitted by law.

21. DISCLOSURE

- (a) You consent to each member of the Standard Chartered Group, its officers, employees, agents and advisers disclosing information relating to you (including details of your accounts, products or any security) to:
 - (i) any member of the Standard Chartered Group in any jurisdiction ("Permitted Parties");
 - (ii) professional advisers, insurer or insurance broker, service providers or independent contractors or agents of the Permitted Parties, such as debt collection agencies, data processing organizations and correspondents who are under a duty of confidentiality to the Permitted Parties;
 - (iii) any actual or potential participant or sub-participant in relation to any of our obligations under any agreement between us and you, or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
 - (iv) any credit bureau or credit reference agency, rating agency, business alliance partner of, or direct or indirect provider of credit protection to any Permitted Parties;
 - (v) any financial institution with which you have or may have dealings, for the purpose of conducting credit checks (including in the form of bank references);
 - (vi) any court, tribunal or authority (including an authority investigating an offence) with jurisdiction over any of the Permitted Parties;
 - (vii) any authorised person or any security provider; and
 - (viii) anyone we consider necessary in order to provide you with services in connection with an account; whether they are located in or outside Malaysia.
- (b) We may disclose your information to parties specified above for purposes of:
 - (i) understanding your needs;
 - (ii) marketing financial services or related products;
 - (iii) risk management;
 - (iv) complying with any law binding on us or our holding company;
 - (v) outsourcing or consolidating our operations;

- (vi) any sale of assets or corporate exercise;
- (vii) procuring credit protection; or
- (viii) undertaking any note issue.

22. ASSIGNMENT/PLEDGE

- (a) You must not assign, transfer, pledge or charge any Investments or Account to anyone without our consent in writing first.
- (b) We may assign or otherwise deal with our rights under this agreement (including any particular Account) in any way we consider appropriate.
- (c) We may employ third party agents or sub-contractors to provide all or part of any services or facilities which we offer.

23. CIRCUMSTANCES BEYOND OUR CONTROL

- (a) We owe you no responsibility for any diminution of funds due to taxes, imposts or depreciation.
- (b) We are not liable if we are not able to perform any of our obligations due to circumstances beyond our control.
- (c) Circumstances beyond our control includes natural events, steps taken or policies imposed by authorities, adverse market or trading conditions, disruptions to financial markets, failure of third parties, failure of communication or computer facilities and civil disturbances, whether in or outside Malaysia.

24. COMPLIANCE WITH LAWS

- (a) You must comply with all laws and regulations applicable to your Accounts, your Investments and your use of the Investment Services. This includes all exchange control laws and regulations.
- (b) You undertake to indemnify us for any Losses we may suffer as a result of your infringement of any laws or regulations.
- (c) You must not instruct us to do anything which is a breach of, or would involve or result in us or any other person being in breach of any applicable laws or regulations, or any directives, rulings, circulars or guidelines otherwise binding on us or any other person.

25. LIMITATION OF LIABILITY

- (a) We will not be liable for any Losses you incur in connection with the Investment Services, including as a result of:
 - (i) us acting upon any unauthorised instructions if we have reasonable grounds for believing they were from you;
 - (ii) us misconstruing your instructions; or
 - (iii) any error or delay in the transmission of messages sent or received by electronic or other means of automatic transfer or advice.
- (b) We are not liable for Losses you suffer in connection with any suspension or termination of your use of any services or facilities that we offer.
- (c) Neither we nor our employees or agents are able to advise you on any transactions under any products, facilities or services offered by us, or on the profitability, suitability or desirability of the transaction. Our employees and agents are not authorised to make predictions or give any opinion about any Investments, and we are not liable for your Losses if they act without authority.
- (d) All instructions that you give us must be based on your own independent judgment. If you have any concerns about the suitability or desirability of the transaction we recommend that you get help from an independent financial adviser or lawyer.
- (e) If we are found to be liable for any Losses to you:
 - (i) We will only be liable for direct loss which, in the ordinary course of events, might reasonably be expected to result from the circumstances; and
 - (ii) We will not be liable for any loss of profits, business or goodwill, or any indirect or consequential loss or damages, even if we have been advised of its possibility.

Any liability we may have to you, whether in contract or in tort or otherwise, will not exceed either the amount of the transaction which gave rise to the claim, or the direct damages sustained, whichever is the lower.

26. INDEMNITY

- (a) If we are required to pay any goods and services tax, or other tax on any sum received or receivable from you (other than a tax on our overall income), you must indemnify and pay us the amount of that tax when we demand it.
- (b) You fully indemnify us against all costs and expenses (including legal costs on "solicitor client" basis) that we may incur in enforcing these terms and conditions or in recovering any amounts due to us in any legal proceedings, in connection with your use of the Investment Services. Legal costs on "solicitor client" basis means the costs that a client would have to pay their lawyer.
- (c) You indemnify us, our employees and agents against any Losses which we or any of them may incur as a result of us or our employee or agent acting on instructions from you. This includes instructions which we believe to be from you.
- (d) Neither we nor any of our nominees or agents is required to take any legal action for you unless you fully indemnify us/them for all costs and liabilities which we/they may incur.

- (e) You fully indemnify us, our employees and agents against all Losses (whether direct, indirect or consequential losses) and other liabilities which we may incur, arising from your breach of any of these Terms and Conditions.
- (f) We may debit any of your Settlement Accounts for any amount due to us under this clause 26, even if the such debiting may result in that Settlement Account becoming overdrawn.

27. NOTICES AND COMMUNICATIONS

- (a) Except for limited situations, as set out in these Terms and Conditions, where we accept notice by telephone or by other forms of communication, notices which you give us in connection with the Investment Services must be in writing (in hard copy form) to:
 - (i) the branch where the relevant Account is held; or
 - (ii) our Contact Centre; or
 - (iii) any other address we may notify to you for this purpose.
- (b) Email is not a completely reliable or secure method of communication. Unless we specifically allow it, you must not use email for sending us:
 - (i) formal notices in connection with the Investment Services or as required under these Terms and Conditions; or
 - (ii) sensitive communications, for example payment instructions.
- (c) If we need to send you a notice, we may use any one or more of the following methods:
 - (i) Send it by ordinary or registered prepaid post, by courier or by hand to the latest address in our record in relation to the Account. You are taken to receive the notice within 3 Business Days after the date of posting if sent by post, or within 2 Business Days from date of sending if sent by courier, or upon acknowledgement of receipt if sent by hand.
 - (ii) Publish it by a general notice in one national daily newspaper or post it at our branches or post it on our Website. You are taken to receive the notice on the date the notice is first published or posted.
 - (iii) Send it to your Online Banking Mailbox, if you are registered for Online Banking and have activated You are taken to receive the notice within 24 hours after the time and date the notice is sent.

Notices may also be sent together with your Statements. You are taken to receive the notice together with the Statement, even if you receive the Statement only electronically.
- (d) For purposes of certain Passwords, we will for security reasons transmit them to the latest address or number in our records. This may include your mobile phone number. In this regard, each mobile phone number can only be registered for one user. You will not be able to use the relevant service if you cannot provide a unique mobile phone number.
- (e) You are not covered by the compensation fund under section 152 of the Capital Markets and Services Act 2007 for any monetary loss suffered as a result of a defalcation, fraudulent misuse of money or other property by our director, officer, employee or representative. However, you can lodge a complaint to any of our branches or at our Website if you suffer any monetary loss in those circumstances. If you are not satisfied with our decision, you may refer your case to the Financial Mediation Bureau or the Securities Industry Dispute Resolution Centre within 6 months of receiving our final decision. Any case referred to the Financial Mediation Bureau cannot later be referred to the Securities Industry Dispute Resolution Centre and vice versa.
- (f) If you are dissatisfied with our service, you may lodge a complaint to us so that we can try and put things right. You can get more details on how and where to make a complaint at any of our branches or at our Website.

28. WAIVER AND SEVERABILITY

- (a) A provision of this agreement may not be waived except in writing signed by the party or parties to be bound, and is only effective for the purpose for which it is given.
- (b) If we do not enforce any part of these Terms and Conditions at a given time, we may still enforce it later.
- (c) If and to the extent that an applicable law is inconsistent with this agreement in a way that would otherwise make a provision of this agreement illegal, void or unenforceable, then that provision is to be read as if that provision were varied to the extent necessary to comply with that law or (if necessary) as if that provision were omitted.
- (d) If any term of this agreement is unenforceable, unlawful or invalid in a jurisdiction, that term is read as varied or omitted (as the case requires) only for that jurisdiction. All other terms continue to have effect in that jurisdiction..

29. GOVERNING LAW AND JURISDICTION

- (a) These Terms and Conditions and the Investment Services are governed by the laws of the Malaysia.
- (b) Both parties agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction which may be appropriate.

30. VARIATIONS AND ADDITIONS

- (a) You acknowledge that various features of the Investment Services may be changed from time to time, including fees, interest rates, Dealing Days and Cut-Off Times by notice to you in accordance with our usual practice and any applicable law. We may also vary any of the other terms of this agreement or any part of the Investment Services, by notice to you in accordance with our usual practice and any applicable law. This may include giving notice to you by public announcement as set out in paragraph 27(c)(ii).

- (b) We may also add to, change, suspend or remove any part of the Investment Services, or any function or feature of the Investment Services, by giving you a notice about the change.
- (c) Once you have been given notice of any changes, you are taken as accepting the changes if you continue to maintain the Account or to use the Investment Services. You will then be legally bound by the changes.

31. BINDING EFFECT

- (a) By signing on the Investment Services application form, you are taken to have read and understood these Terms and Conditions, and that you agree to abide by them.
- (b) These Terms and Conditions are binding upon you, your personal representatives and heirs.
- (c) You are liable to us as principal in respect of all obligations arising under transactions governed by these Terms and Conditions, even if you are acting for another person, and we will not recognise that other person as our customer.