

Please read the following terms and conditions before completing the Mutual Fund Application Form (“the Application Form”). By applying for the Investment, Client is deemed to have read, understood and agreed to be bound by the following terms and conditions (“these Terms”) and any variation in the terms as may be imposed by BIBDS from time to time, and the constituting documents such as Prospectus, Fund Factsheet and Product Disclosure Sheet of the Fund, in respect of all transactions. These terms shall govern the purchase, subscription, switching, redemption and transfer by the Client of Funds and Investments through BIBDS (collectively, “the Investment Services”).

1. Definitions

In these Terms:

- 1.1. **“Account”** means an account opened in the name of the applicant and held with BIBD;
- 1.2. **“Affiliates”** means any subsidiary, related corporation, parent company, representative office, associated company of BIBDS, and includes their respective successors and assigns;
- 1.3. **“Agents”** means any agent, broker, dealer, counterparty, advisor, banker, attorney, nominee, depository, manager, service provider selected or used by BIBDS in connection with these Terms;
- 1.4. **“Agreement”** means the terms and conditions herein and in the Mutual Fund Application Form as may be amended or revised by BIBDS from time to time;
- 1.5. **“Authorised Person”** means those person(s) duly authorised in writing by the Client to provide instructions to BIBDS in relation to Transactions on behalf of the Client and whose instructions will be accepted by BIBDS and which instructions are binding on the Client;
- 1.6. **“BIBD”** means Bank Islam Brunei Darussalam Berhad;
- 1.7. **“BIBDS”** means BIBD Securities Sdn Bhd;
- 1.8. **“Client”** means a person whose application for subscription of a Fund has been accepted by BIBDS or a person who has received any units or shares of the Fund through a transfer of Investments;
- 1.9. **“Dealing Day”** means a day on which dealings take place in the Investments of such Fund;
- 1.10. **“Fund”** means any unit trust, mutual fund or other collective investment schemes whose Investments may be offered to the public in Brunei Darussalam for subscription or purchase and which are distributed by or made available through BIBDS;
- 1.11. **“Fund Representative”** means the manager, issuer, adviser or agent of a Fund;
- 1.12. **“Investment”** means any unit, sub-unit, share, stock or other securities in any Fund and, where the context so requires, any instrument evidencing ownership thereof or representing rights to receive, purchase or subscribe for the same, or evidencing or representing any other rights and interest therein;
- 1.13. **“Investment Account”** means an account opened in the name of the applicant and held with BIBDS;
- 1.14. **“Mutual Fund Application Form”** means any application to subscribe for, offer to purchase, or acceptance of any offer for the sale or subscription of, Investments described therein;
- 1.15. **“Nominee”** means a bank, trust company or other financial institution which takes custody of mutual funds, assets and securities for safekeeping on behalf of the Client;
- 1.16. **“Payment”** means all payments, including subscription monies, fees, disbursements, charges, costs and expenses, due from the Client in connection with the acquisition, holding, switching or redemption of Investments on the Client’s behalf, their registration in BIBDS’s name, and the services provided under this Agreement;
- 1.17. References to singular nouns shall include the plural where appropriate and vice versa;
- 1.18. References to the masculine gender shall include the feminine and neuter genders and vice versa;

- 1.19. Words importing the singular number only include the plural number and vice versa;
- 1.20. These terms and conditions shall be binding upon the representatives, permitted assigns and successors in title of BIBDS and the Client respectively;
- 1.21. Each provision shall be read independently and shall not be construed to limit or restrict the effect of any other provision;
- 1.22. A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
- 1.23. A reference to any party to these Terms or any other document or arrangement includes that party's executors, administrators, permitted substitutes, permitted successors and permitted assigns;
- 1.24. The headings in these Terms are for ease of reference only and shall not be construed to limit or restrict the effect of any of these Terms or to affect the interpretation or construction of these Terms;
- 1.25. These Terms are without prejudice to any other terms which may be agreed between BIBDS and the Client in respect of particular transactions. If any such term applying to a particular transaction shall be inconsistent with any of these Terms, the former shall prevail.

2. Wakalah Concept

- 2.1 These Terms are based on the Shariah concept of Wakalah Bil Ujrah (agent with fee).
- 2.2 The Client ("Muwakkil") enters into a Wakalah arrangement with BIBDS ("Wakil"), thereby authorizing BIBDS to amongst others, place orders into the Fund on the Client's behalf and to debit and/ or credit the client's account for the investment services.
- 2.3 BIBDS shall earn a Wakalah fee for the Investment Services and shall have the sole discretion to impose or waive such fee, in accordance with Clause 8.1.

3. Information on Mutual Funds

- 3.1 Upon the Client applying for BIBDS' Investment Services as set out in the Terms, BIBDS shall provide the Client the most recently published editions of prospectus of the Fund available at the time of the offer or before effecting the application. Thereafter, BIBDS will keep and maintain copies of the relevant prospectus for inspection at its place of business during normal business hours as stated on BIBDS' website ("Business Hours").
- 3.2 It is hereby agreed and understood that services provided by BIBDS may be performed and/or undertaken by BIBDS' appointed Agents and/or Affiliates outside Brunei Darussalam.
- 3.3 If the Client wishes to raise any questions or seek further details in respect of the Fund, the Client will address such questions to BIBDS (preferably in writing) and BIBDS will use all reasonable endeavours to obtain a written response from the appropriate Fund Representatives.

4. Eligibility

- 4.1 The Client must open an account with BIBD for the purpose of investing in products offered by BIBDS as contemplated under these Terms ("the Settlement Account").

4.2 Single Name Holding

An individual must be 18 years old and above to register as a holder of the Investment.

4.3 Joint Name Holdings

When the application for the Fund is in the name of more than one person, the following shall apply:

- a) Not more than two (2) persons may be registered as joint holders of any Investment;
- b) For a joint application with a minor below 18 years of age, the original copy of the identity card/birth certificate of the minor must be produced at the time of application;
- c) A minor may not be registered as sole holder of the Investment but may be registered together with a parent/legally appointed guardian of 18 years and above as joint holder of the Investment;
- d) Any/all correspondences relating to the Investment of the Fund will be sent to the primary holder; and

- e) Any notices or communications addressed and sent by BIBDS to any one person constituting the Client shall be deemed to have been addressed and sent to all the persons constituting the Client and where any such person shall have received or is deemed to have received any such notice or communication, all the persons constituting the Client shall be deemed to have received the same.

4.4 Joint Applicant Signatories

- a) **Parent/Guardian to sign:** Where one party is below 18 years (i.e. a minor), the Mutual Fund Application Form must be signed by the parent/guardian and be accompanied by documentary evidence of the minor(s)' age in the form requested by BIBD/BIBDS.
- b) **Either one to sign:** Both parties must be 18 years old and above. Both parties must sign the Mutual Fund Application Form for the initial purchase. For subsequent subscription, purchase, redemption, transfer and switching amongst Funds, either party may sign the Mutual Fund Application Form.
- c) **All joint holders to sign:** Where the parties are 18 years old and above, both parties must sign the Mutual Fund Application Form. For subsequent subscription, redemption, transfer and switching amongst Funds, all parties must sign the Mutual Fund Application Form.

5. Instructions

Authorised Persons

- 5.1 Upon applying for BIBDS' Investment Services and subject to BIBDS' approval which may be withheld at BIBDS' discretion, the Client shall provide to BIBDS/BIBD the names and specimen signatures of the persons authorised to give and/or sign instructions on behalf of the Client ("Authorised Persons"). In the case of corporate client, the Authorised Persons must be clearly named and identified in sufficient detail in a validly constituted Board Resolution. The said list of names and signatures shall remain in full force and effect until BIBDS has received written notice from the Client for amendment or revocation, which shall be in a form required by BIBDS. BIBDS is entitled to reject and disregard any written notice which does not comply with the said requirements.
- 5.2 The Authorised Persons may provide instructions, enter into transactions, utilize amend and/or request for Investment Services and deal with all other matters in relation to the Investment Account or Investment Services in any manner as the Authorised Persons think fit, and BIBDS may act on all such instructions. Unless BIBDS otherwise agrees, all written instructions must bear the signature(s) of Client or Authorised Persons in accordance with the specimen(s) available on BIBDS' records. All acts of the Authorised Persons shall be binding on the Client and BIBDS will not be liable or responsible for any Losses arising out or in relation to the acts of such Authorised Persons.
- 5.3 The Client shall provide in writing the address, telephone number, email address of the Authorised Persons for receipt of notices and other forms of correspondences/communications in connection with the Terms. Unless otherwise stated, notices and correspondences/communications sent by BIBD/BIBDS to the address, telephone number or email address last registered by the Client with BIBDS/BIBD shall be deemed effective upon the Authorised Persons and/or the Client.
- 5.4 The Client shall promptly notify BIBDS/BIBD of any changes to the information and details provided in accordance with Clauses 5.1 and 5.3. Until BIBDS/BIBD receives such notification, BIBDS/BIBD is entitled to rely on the information last registered by the Client with BIBDS/BIBD.

Form of Instructions

- 5.5 Save for Clause 5.6 below, notices and instructions from the Client are deemed effective when BIBD/BIBDS receives it in written legible form and only if such notices and instructions are expressly marked for the attention of the department or officer identified by BIBD/BIBDS. The Client is responsible for ensuring the timeliness, accuracy, adequacy and completeness of all instructions given. BIBD/BIBDS shall not be liable for any loss or damage suffered by the Client as a result of:
 - a) The Client's instructions being late, inaccurate, inadequate or incomplete;
 - b) Any third party refusing or delaying to pay or transfer the funds to the account of the intended payee;
 - c) Any instructions or notices issued by the Client which do not conform to the requirements of the Terms, or any failure of BIBD/BIBDS to refuse to act as a result of incomplete, unclear or conflicting instructions issued by the Client.
- 5.6 If the Client wishes to redeem Investments in accordance with Clause 6.4 below, instructions may be given over the telephone provided that the Client issues such instructions: (i) through an Authorised Person who has successfully answered all verification questions; (ii) using the telephone number provided in writing pursuant to Clause 5.3; and (iii) only to the officer identified by BIBDS. The Client consents to such telephone conversations being recorded for BIBDS to utilize recordings or transcripts of the conversation in any dispute in connection with this Agreement. The Client waives any right to challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records.
- 5.7 The Client acknowledges that all instructions issued cannot be reversed and are binding on the Client. BIBD/BIBDS is deemed to have received and executed the instructions only once the Client has received confirmation from BIBD/BIBDS that the instructions have been received and duly executed.

6. Holding, Subscription, Switching, Redemption or Transfer of Investments

Purchase Order

- 6.1. Subsequent to completing the Mutual Fund Application Form, if the Client decides to take advantage of the services provided by BIBDS to purchase any Investments in a Fund and subject to BIBDS receiving payment in cleared funds from the Client or acting on any other instructions of the Client:-
- a) The Client will instruct BIBDS in accordance with Clause 5.1 and hereby authorizes BIBDS to act as agent of and for and on behalf of the Client in placing purchase orders for such Investments with the appropriate Fund Representative (“Purchase Order”). Any such Purchase Order shall specify that any Investments allotted are held in the name of BIBDS;
 - b) BIBDS will apply for the Investments as agent for and on behalf of the Client. The Client acknowledges that in placing the Purchase Order BIBDS may aggregate the Client’s Purchase Order with other purchase orders and place an aggregated purchase order (as referred to in Clause 6.3);
 - c) The Client hereby authorizes BIBDS, upon receipt from the Client of instructions in Clause 6.1(a) above, and without further instructions from the Client, to debit the Client’s Settlement Account (as referred to in Clause 7.2) with an amount equal to the subscription monies and other charges, costs and expenses (if any required to be paid for or in connection with the acquisition of the Fund Investments).

Issue of Investments

- 6.2. In respect of Investments placed by BIBDS herein, the relevant Investments will be issued by the Fund to and registered in the name of BIBDS, who shall hold the Investments as Nominee for and on behalf of the Client. BIBDS in turn shall issue contract notes for the relevant Investments in the Client’s name. The Client acknowledges and agrees that any contract notes issued by the Fund in respect of Investments applied for in accordance with Clause 6.1 or switched in accordance with Clause 6.13 will be delivered direct to BIBDS and such Investments will be held by BIBDS.

Order Aggregation

- 6.3. Applications for the holding, subscription, switching, redemption or transfer of Investments by the Client may be aggregated and consolidated with applications for Investments from other clients for the same Fund either daily or from time to time by BIBDS and sent by BIBDS to the relevant Fund Representative. The Client acknowledges and agrees that the allotment or distribution of any Investments, monies or other property issued pursuant to or arising from such order aggregation to or amongst the Client and BIBDS and/or the BIBDS’s other Clients shall be at the BIBDS’s sole and absolute discretion. The Client accepts that such allotment or distribution or actions by BIBDS may result in losses to the Client and accepts the risk thereof as being for its account.

Redemption

- 6.4. If at any time the Client wishes to redeem all or any of the Investments acquired pursuant to these Terms, the Client shall instruct BIBDS to apply or procure that an application is made to the relevant Fund Representative for the redemption provisions of such Fund.
- 6.5. Upon redemption of any Investments pursuant to these Terms, BIBDS will procure the credit of the Client’s Settlement Account such moneys (net of any fees, charges or expenses incurred in connection with the redemption) as may be received in consideration of the redemption of the Investments.
- 6.6. Subject to Clause 6.4 in the case of redemption, if the Client wishes to transfer, sell or otherwise dispose of the Investments acquired pursuant to these Terms the Client shall terminate the use of BIBDS’ Investment Services in accordance with Clause 14 (Termination).

Cut-Off Time

- 6.7. BIBDS is not obliged under any circumstances to take any action at any time which occurs after BIBD’s cut off times. In respect of subscription or redemption orders, or switching or transfer instructions specified in any Mutual Fund Application Form received from the Client by BIBDS on any Dealing Day before the cut-off time specified by BIBDS in its absolute discretion, BIBDS shall use all reasonable endeavours to place such orders or instructions whether on an aggregated and consolidated basis or otherwise, to the relevant Fund Representative for the same Dealing Day.
- 6.8. Any of the instructions mentioned in the above Clause 6.7 received after the specified cut-off time shall be deemed to be an application received by BIBDS on the next Dealing Day and BIBDS shall be entitled to place or carry out such application on the next Dealing Day and such transaction shall be binding on the Client.
- 6.9. PROVIDED ALWAYS that in each case (i) any necessary subscription or other monies required to be paid by or on behalf of the Client in respect of the proposed transaction are available in freely cleared funds in the Client’s Settlement Account; and (ii) BIBDS shall not be liable to the Client for any Losses which the Client may incur as a result of BIBDS’s failure to send or deliver any Purchase Orders or applications pursuant to the Client instructions unless such failure directly arises from the gross negligence or willful default of BIBDS, its servants or Agents. For the purposes of Clauses 6.7 and 6.8, BIBDS will provide the cut-off times to Client upon request.

- 6.10 If for any reason a Fund Representative instructs BIBDS as the registered holder of the Investments to divest itself, transfer of otherwise dispose of any Investments, BIBDS shall promptly seek the Client's instructions as to how (subject to these Terms) the Client wishes to proceed, and if no instructions are received from the Client within the allotted time and/or a satisfactory course of action cannot be agreed with the relevant Fund Representative within any stipulated time period, BIBDS shall procure the redemption of the Investments and credit the proceeds to the Client's Settlement Account.

Statements

- 6.11 BIBDS will send to the Client a confirmation note within fourteen (14) business days from receipt of payment pursuant to instruction from the Client in relation to the holding, subscription, switching, redemption, or transfer of Investments by the Client. The statement shall be conclusive and binding upon the Client unless BIBDS is notified in writing of any errors/irregularities within fourteen (14) days of the date of the statement.

Dividend Instructions

- 6.12 The dividend instructions on the Mutual Fund Application Form (if any) shall supersede all previous instructions from the Client and shall apply to all of the Client's Investments.

Switching

- 6.13 Where Client instructs a switching of Investments, BIBDS will subscribe for Investments required by the Client only after the confirmation and completion of the redemption of the relevant existing Investments which are being switched.

7. Receipt and Disbursement of Monies

- 7.1 The Client shall instruct BIBDS, in the Mutual Fund Application Form or such other form as BIBDS may prescribe, in respect of the mode of payment by which all payments due from BIBDS to the Client under these Terms (including but not limited to payments due to the Client in respect of the proceeds, income or other payment received by BIBDS on behalf of the Client in respect of the subscription, switching, redemption or transfer of the Investments) shall be made. Unless otherwise expressly provided herein, all such payments due from BIBDS to the Client under these Terms shall be made by BIBDS:

- a) by such mode of payment as the Client may have instructed in the aforesaid form. The payment instruction in the aforesaid form shall supersede all previous instructions from the Client and shall be applicable to all of the Client's Investments; or
- b) in the absence of any such instructions from the Client to BIBDS, by way of transfer to the Client's Account or via such other means as BIBDS may in its sole and absolute discretion deem fit.

Notwithstanding the above, BIBDS shall be at liberty to make payments to the Client through any mode of payment BIBDS solely deems fit.

- 7.2 In the event the Client has instructed BIBDS, in the Mutual Fund Application Form (or such other form as BIBDS may prescribe) of the details of the BIBD account which shall be used for the purposes of transactions contemplated by these Terms ("the Client's Settlement Account"), BIBDS shall, subject to the terms of the Client's Settlement Account and the receipt of the funds, make arrangements for the collection and receipt of the following:-

- a) all cash received by BIBDS from or for the account of the Client for the purposes of acquiring Investments;
- b) all cash received by BIBDS for the account of the Client from the disposal or redemption of such Investments;
- c) all income, dividends and other payments received in respect of the Investments held pursuant to these Terms on behalf of the Client.

- 7.3 For the avoidance of doubt, all payments to be made by BIBDS to the Client hereunder shall, unless otherwise expressly provided herein, be net of all fees, charges, costs and expenses imposed or incurred by BIBDS in respect of the Investment under these Terms. In so far as BIBDS has received any monies in respect of any of the Client's Investments on the Client's behalf, BIBDS shall not be required to ascertain the adequacy, or otherwise be responsible for the inadequacy, of such monies received.

- 7.4 Subject always to Clauses 7.5 and 6.1 (General Lien) BIBDS shall make payments from the Client's Settlement Account without any further instructions from the Client, and the Client hereby authorizes BIBDS to make such payments, only:-

- a) upon the purchase of Investments for the account of the Client and for payments in connection with registration of such Investments under the name of BIBDS;
- b) for the payment by the Client of all taxes, fees, disbursements, charges and expenses properly payable by the Client pursuant to these Terms, including in respect to the acquisition, holding or disposal of Investments;
- c) for any payments in connection with the switching or redemption of Investments held on behalf of the Client.

BIBDS may make payment from the Client's Settlement Account in accordance with the Client's instructions.

- 7.5 The Client agrees that it shall at all times maintain sufficient funds in the Client's Settlement Account for the purpose of effecting a purchase of Investments on the Client's instructions and for paying any costs, fees or other expenses which the Client is liable to pay under these Terms. The Client acknowledges and agrees that if at any time there are, in the reasonable

opinion of BIBDS, insufficient funds in the Client's Settlement Account (having regard to other payments debited or due to be debited) for these purposes, BIBDS may decline to place a Purchase Order on the Client's behalf with any Fund.

8. Change in Terms and Conditions

- 8.1 BIBDS reserves the right to add, modify, vary or delete any of these terms and conditions without prior reference to the Client and such changes shall become effective upon notice of such changes by any mode of communication BIBDS deems appropriate. Upon the issuance of such notices, the Client shall be bound by such changes.
- 8.2 If the Client disagrees with the changes to the terms and conditions, the Client shall be entitled to terminate its investment in accordance with Clause 14 hereinbelow.

9. Fees, Charges and Expenses

- 9.1 The Client shall pay the Fund directly for fees and charges as specified in the relevant Product Disclosure Sheet. The Client shall pay fees to BIBDS for the services performed by BIBDS pursuant to these Terms in accordance with a schedule that BIBDS may prescribe from time to time. BIBDS expressly reserves the right to change the schedule of fees subject to notice in accordance with Clause 8 hereinabove and the Client agrees to pay to BIBDS the prescribed fees.
- 9.2 If the Client wishes to terminate the Investment, the Client shall immediately pay any outstanding amounts to which BIBDS shall be entitled to receive, including for the avoidance of doubt, any levies or fees incurred in the transfer of Investments pursuant to Clauses 14.2 and 14.4.

10. Liability and Indemnity

- 10.1 BIBDS accepts no responsibility and shall have no liability whatsoever to the Client:
- a) for advising or giving any recommendation to the Client as to whether or not to invest in any Funds in respect of which information has been provided and the Client acknowledges the desirability of seeking independent financial advice with respect to any such investment opportunity;
 - b) for any costs, expenses, disbursement, liabilities, obligations, penalties, claims, demands, actions, proceedings, judgments, suits, losses or damages of whatsoever nature ("Losses") suffered or incurred by the Client as a result of, or in connection with, any acquisition, holding, disposal or redemption of any units or shares in any of the Funds or any other transaction made or omitted to be made by the Client on the basis of any information provided by BIBDS pursuant to these Terms.
- 10.2 The Client shall keep BIBDS indemnified on a full indemnity basis at all times and save BIBDS harmless against all Losses which may be imposed on, asserted against or incurred or suffered by BIBDS or its personnel, which shall have arisen either directly or indirectly out of or in connection with BIBDS performing its obligations hereunder or acting upon the Client's instruction whether written or oral or from any cause whatsoever, unless due to the willful default or gross negligence of BIBDS.
- 10.3 Neither BIBDS nor its personnel shall, in the absence of gross negligence or willful misconduct, be liable to the Client for any act or omission in the course of or in connection with the services rendered by them under these Terms, or for any loss or damage suffered by the Client as a result or in the course of discharge by BIBDS and its personnel, of its duties under these Terms.
- 10.4 BIBDS is not responsible for any third party's acts/omissions and will not be involved in any dispute between the Client and any third party (whether or not appointed by BIBDS).
- 10.5 BIBDS shall not be liable to the Client for, or in respect of, any Losses or failing to comply or delay in complying with its obligations under these terms and conditions which is caused directly or indirectly by force majeure, natural disaster, war, terrorism, industrial disputes, pandemic, adverse weather conditions, failure of communication systems or any other cause, event or circumstances beyond BIBDS reasonable control.
- 10.6 BIBDS will not be required to take any legal action unless the Client agrees to fully indemnify BIBDS for all costs and expenses incidental thereto.
- 10.7 Nothing in these Terms or the indemnities contained in this Clause shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the Laws of Brunei Darussalam.

11. Non-Exclusivity

The services provided by BIBDS to the Client under these Terms are non-exclusive and BIBDS shall be permitted to perform these services for such other persons as BIBDS in its absolute discretion deems fit and BIBDS shall not be liable nor under any obligation:-

- a) to account to the Client for any benefit received by BIBDS for providing such services to others;

- b) to disclose to the Client any fact or thing which may come to the notice of BIBDS or its 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 whatsoever otherwise than in the course of carrying out its duties under these Terms.

12. Change of Address, Signature or Particulars

- 12.1 The Client is required to notify BIBDS of any change in the Client's particulars such as a change of residential address as soon as possible. All communications including the service of any legal process sent by post or left at the last known address of the Client provided to BIBDS shall be deemed to have been duly delivered to and received by the Client:
- a) if sent by fax, at the time shown on the transmission report as being successfully sent;
 - b) if delivered personally, at the time of delivery;
 - c) if sent by post within Brunei Darussalam, five (5) Business Days after posting;
 - d) if sent by post outside Brunei Darussalam, seven (7) Business Days after posting;
 - e) if sent by email or SMS, four (4) hours after BIBDS sends such email or SMS unless delivery failure notice is received;
 - f) if published in daily newspapers or posted at any of BIBDS' offices or on BIBDS website, at the time of publication or posting.
- 12.2 The Client agrees not to hold BIBDS liable in the event the Client does not receive any communications/correspondences following any changes in the Client's particulars not notified to BIBDS.

13. Rules and Regulations of Regulatory Bodies

- 13.1 Without prejudice to these terms and conditions and the BIBDS's Rules and Regulations, where applicable, these Terms shall also be subjected to such rules, regulations, guidelines and/or directives imposed upon BIBDS from time to time and applicable laws.
- 13.2 Any such changes will be notified to the Client within such period as deemed reasonable by BIBDS.

14. Termination

- 14.1 These Terms may be terminated by BIBDS at its sole discretion at any time, and the Client may cancel by giving to BIBDS not less than fourteen (14) working days' prior notice in writing.
- 14.2 Upon the termination, BIBDS shall be deemed to have been authorised by the Client to sell, realise, dispose of or otherwise deal with, in such manner as BIBDS may determine in its discretion, any Investments held on behalf of the Client by BIBDS, its Affiliates or Agents (whether in the possession of, or under the control or direction of, BIBDS, its Affiliates or Agents), and to cover any potential or actual expenses, legal fees and or claims brought by the Client or any third party against BIBDS, its Affiliates or Agents in connection with the Settlement Account or these Terms.
- 14.3 The agreement set out in these Terms shall terminate upon the death or upon the legally-recognised declaration of incapacity or incapability of the Client (or in the case of more than one individual being the Client, of any one of such individuals) but all acts performed by BIBDS prior to receiving written notice of such death, incapacity or incapability shall be valid and binding upon the Client and the successors in title of the Client.
- 14.4 In the event of death of the Client, BIBDS shall transfer the Investments held to the legally appointed Administrator of the estate of the deceased client upon production of the relevant documents to the satisfaction of BIBDS, and in so doing, BIBDS shall be discharged from any further responsibility PROVIDED ALWAYS that BIBDS shall not be liable to arrange the transfer of the Investments as aforesaid until all the Client's liabilities to BIBDS under these Terms (including outstanding fees and expenses payable under these Terms) shall have been fully discharged.
- 14.5 Upon termination, all liabilities owed by the Client to BIBDS shall become immediately payable on demand. If the Client has any outstanding liabilities, BIBDS may at its absolute discretion elect to apply the net proceeds (after deduction of all fees, costs, expenses incurred in connection with the exercise of powers conferred upon BIBDS) actually received by BIBDS pursuant to Clause 14.2, towards the reduction of such liabilities.
- 14.6 Termination shall not terminate or affect any of the representations, warranties or indemnities made by the Client pursuant to these Terms, the Application Form and any other related documentation.

15. Governing Law and Jurisdiction

- 15.1 The Agreement shall be governed by and construed in accordance with the Laws of Brunei Darussalam.
- 15.2 Subject to Clause 15.3, parties irrevocably agree that the courts of Brunei Darussalam shall have exclusive jurisdiction for the purpose of hearing and determining any suit, action or proceeding and/or to settle any disputes arising out of or in any way relating to this Agreement or its formation or validity and for the purpose of enforcement of any judgment against its property or assets.

15.3 Nothing in this Clause 15 shall be constructed so as to limit the right of BIBDS to take enforcement action and initiate proceedings in any courts where the Client has assets or in any other court of competent jurisdiction. To the extent allowed by law, BIBDS may take multiple concurrent proceedings in any number of jurisdictions.

16. General

16.1 BIBDS shall have a first and general lien on all Investments held pursuant to these Terms for any amounts properly due from the Client to BIBDS in connection with the Investment Services set out in these Terms. BIBDS shall have the right, and is authorized to the fullest extent permitted by law, without notice to the Client to set-off, appropriate and apply by credit balance on the Client's Settlement Account (whether subject to notice or not and whether matured or not) against any amounts properly due from the Client to BIBDS in connection with the Investment Services set out in these Terms.

16.2 The Client consents to BIBDS disclosing any information pertaining to the Client, the Client's investment(s) and/or dealing relationships with BIBDS, including but not limited to details of the Client's facilities, any security taken, transactions undertaken and balances and positions with BIBDS, to:

- a) Any authorized personnel within BIBD/BIBDS, any of its Affiliates, related corporations, representative and branch offices ("the Permitted Parties") on a need to know basis;
- b) Agents and independent contractors of BIBD/BIBDS;
- c) Any assignee, novatee or transferee (or any agent or adviser of the foregoing);
- d) Any rating agency, insurer or insurance broker;
- e) To police or other enforcement agencies conducting an investigation into any matters implicating the Client;
- f) To other banks, financial institutions, rating agencies, insurer, insurance broker or other institutions as a direct or indirect provider of credit protection to the Permitted Parties, including for credit purposes;
- g) To any Governmental, regulatory, supervisory, quasi-governmental authority with jurisdiction whether in Brunei Darussalam or elsewhere, where such disclosure is required by law/regulation.

16.3 If the Client consists of more than one party, the liabilities of such parties shall be joint and several.

16.4 The Client acknowledges and agrees that BIBDS may, at its sole discretion, take any action BIBDS deems fit and appropriate including but not limited to suspend or hold the Client's investment(s) held with BIBDS where:

- a) The Client fails to provide BIBDS with the information/documents requested by BIBDS within the period prescribed by the BIBDS or;
- b) Pursuant to any Court Order or instructions/directions received from any regulatory body/agency ("the Authorities");
- c) BIBDS has reasonable cause to carry out such action.

The Client agrees that any action taken by BIBDS pursuant to this Clause shall remain in effect and agrees not to hold BIBDS responsible for such action until the Client provides BIBDS with the information/documents as requested or until further order/instructions/directions from the Court/the Authorities.



16.5 Any waiver by BIBDS of any breach by a Client shall not be construed as permanent waiver and such waiver will not affect adversely the rights of BIBDS under these terms and conditions at any other time.

16.6 In the event that the Client's Settlement Account is closed by BIBD due to it being in dormant status or for not meeting the prescribed minimum balance, the Client authorizes BIBDS to open an account with BIBD on the Client's behalf using the Client's information registered with BIBD for the sole purpose of receiving proceeds from the Client's investment(s) held with BIBDS.

16.7 In the event that any provision hereof shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not impair or affect the remaining provisions, all of which shall continue in full force and effect.

16.8 If there is any conflict or inconsistency between the English version and the Malay version of these terms, the English version shall prevail.

PART A - INDIVIDUAL CLIENT

Signature of Main Investment Account Holder	Signature of Joint Investment Account Holder
	
Name	Name
Identity Card/ Passport No.	Identity Card/ Passport No.
Date	Date
FOR BIBD SECURITIES USE ONLY	
Name of Licensed Financial Planner	Signature & Date

PART B - AUTHORISED PERSONS FOR CORPORATE CLIENT

Entity Name: _____

- Any one to sign
 Any two to sign
 Other (insert details in space below)

Specimen Signature Name: Title: I.C. Number: Contact details Office No.: Mobile Phone: Email Address:	Specimen Signature Name: Title: I.C. Number: Contact details Office No.: Mobile Phone: Email Address:
Specimen Signature Name: Title: I.C. Number: Contact details Office No.: Mobile Phone: Email Address:	Specimen Signature Name: Title: I.C. Number: Contact details Office No.: Mobile Phone: Email Address:

Special Instructions

It is confirmed that each person appointed above accepts the appointment as Authorised Person.