

# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

Please read this Term Sheet before you decide to take up the Islamic Structured Investment Linked to Index or Islamic SILX ("the Investment"). Be sure to also read the Structured Investment Master Agreement, the Commodity Murabahah and Commodity Musawamah Terms & Conditions, Risk Disclosure Statement, Index Risk Disclosures, Product Highlights Sheet and complete the Suitability Assessment where required.

This Term Sheet and your investment in any structured product will be subject to applicable laws and regulations of Bank Negara Malaysia and Securities Commission Malaysia. This Term Sheet does not constitute an offer or solicitation for or advice that you should enter into any transaction for the purchase or sale of any security, structured product or other investment and you should obtain your own independent investment, legal, tax and accounting advice to understand all the risks of investing in this Investment and whether it is suitable for you.

### 1. Product Description

<u>Islamic Structured Investment Linked to Index</u> or Islamic SILX is a principal-protected investment which is benchmarked against performance of the chosen underlying reference index. As such, the profit payable for the Investment will be determined by performance of the underlying reference index.

At the inception of the Investment, the Investor performs investment via Commodity Musawamah transaction and agrees to the chosen underlying reference index, Initial Index Level, the tenor of the Investment, and the Participation Rate (PR). The Initial Index Value which is fixed upfront is the Index Value of the underlying reference index which determines the profit that the Investor will receive on each Profit Payment Date(s). The Bank undertakes to enter into a Commodity Murabahah transaction to pay profit on each Profit Payment Date if the Index Level on the Final Valuation Date is more than Initial Index Level or the Minimum Profit is more than 0%. Concurrently, the Investor undertakes to grant Ibra' (Rebate / Waiver) equivalent to the Unwinding Cost on a portion of the Investment Amount in the event of early termination.

On the respective Final Valuation Date, the performance of the Index is calculated from observing the underlying reference's Index Value on the Final Valuation Date compared to the Initial Index Value. This will determine the Profit the Investor will receive on each Profit Payment Date(s), based on the formula below:

Profit = Max [Min. Profit, ((Index<sub>(t)</sub> / Index<sub>(Start)</sub>) - 1)/t] x Investment Amount x PR x Conversion Factor<sub>(t)</sub>

t = Valuation period PR = Participation Rate

Conversion Factor<sub>(t)</sub> = FX Rate<sub>(t)</sub> / FX Rate<sub>(Start)</sub>, only applicable if there any conversion of currencies on the contract

Please take note that the Minimum Profit can be zero depending on the terms of the particular contract. Investor will receive full Investment Amount upon maturity.

The applicable Shariah contracts for the Islamic SILX are Commodity Musawamah via Tawarruq, Commodity Murabahah via Tawarruq, Wa'd (promise), Wakalah (agency), and Ibra' (rebate or waiver):

Commodity Musawamah (via Tawarruq) arrangement		Refers to the sale contract without the disclosure of the asset cost price and profit margin to the purchaser. This Shariah contract is applicable to facilitate the principal/notional amount received from the investor and its subsequent payment back to the investor at par on maturity date.
--	--	--

### WARNING



# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

Commodity Murabahah (CM) via Tawarruq	Murabahah refers to a sale and purchase of an asset where the acquisition cost and the mark-up are disclosed to the purchaser. Commodity Murabahah via Tawarruq refers to two sale and purchase contracts, where the first involves the sale of an asset by a seller to a purchaser. Subsequently, the purchaser of the first sale will sell the same asset to a third party on a cash and spot basis.  Commodity Murabahah (CM) via Tawarruq is applicable to facilitate the series of profit payment at each pre-determined periodic interval throughout the life of the Islamic SILX pursuant to an undertaking (wa'd) given by Bank.
Wa'd (Undertaking)	Refers to a unilateral promise or undertaking. This Shariah contract is applicable for:  • Undertaking given by the Bank to perform a series of Commodity Murabahah transactions which allow the investor to receive the series of profit payments based on the agreed terms of the Islamic SILX.  • Investor undertakes to give rebate / Ibra' on principal amount in the event of early termination. The Ibra' amount is equivalent to unwinding cost.
Wakalah (to facilitate Commodity Murabahah transaction)	Wakalah refers to a contract where a party, as principal (muwakkil) authorizes another party as his agent (wakil) to perform a particular task on matters that may be delegated, with or without imposition of a fee. This Shariah contract applicable for the appointment of RHBIB as agent to perform Commodity Murabahah and Commodity Muswamah on behalf of investor throughout the life of Islamic SILX
Ibra'	Refers to an act by a person relinquishing his rights to collect payment due from another person. This Shariah contract is applicable to facilitate the investor's payment of unwinding cost in the event of early termination. Unwinding cost amount is subjected to residual placement, and undertaking's (to enter into CM) Mark-To-Market value as charged by counterparty upon such early termination.

For the purposes of the Investment the definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (as published by the International Swaps and Derivatives Association, Inc. ("ISDA")) (the "Equity Definitions") are incorporated into the terms and conditions of the Investment. In the event of any inconsistency between the Equity Definitions, the Product Highlights Sheet, the Commodity Murabahah and Commodity Musawamah Terms & Conditions, and this Term Sheet, the terms detailed in the Product Highlights Sheet and this Term Sheet shall govern the Investment.

The initial Investment Amount is protected only if the Investment is held until maturity.

This Islamic Structured Investment is not protected by Perbadanan Insurans Deposit Malaysia.

### WARNING



# TERM SHEET

### **ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX**

2. General Conditions	
For Whom :	<ul> <li>You must be a high net worth individual, high net worth corporate/entity or an accredited investor (each as defined in the Structured Investment Application Form) to invest. This Investment may be suitable for investors:</li> <li>a) Who have a bullish view on the movements of a particular Index for the investment period.</li> <li>b) With a higher risk appetite and are looking for potentially higher returns on their investments.</li> <li>c) Who are looking for a longer tenor investment product.</li> <li>d) Who are able to hold the investment to maturity.</li> </ul>
Benefits to Investors :	<ul> <li>a) You may receive higher Profit compared to other common Islamic principal protected instruments.</li> <li>b) For investments in Ringgit Malaysia, you do not need to convert the Investment Amount into another currency.</li> <li>c) Performance returns are usually floored at 0%, the initial Investment Amount will not reduce if held to maturity.</li> <li>d) Performance returns can be enhanced via a higher Participation Rate to beyond to 100%.</li> <li>e) No additional sales fees, management fees or bank charges.</li> </ul>
Risk to Investors :	<ul> <li>a) You may receive only Minimum Profit if the underlying reference index performance is below 0%.</li> <li>b) If you terminate your Investment prior to maturity, you will be subject to Unwinding Cost which can be significant. The Investment Amount upon an early/premature termination is subject to deduction of these Unwinding Costs and redemption amount may be less than the Initial Amount invested.</li> <li>c) Disruption Events: Where a contract is referenced to an Index, there may be adjustments to the terms of the contract due to events such as but not limited to, counterparty credit events, merger events, tender offers, subdivisions, consolidations, reclassifications, distributions, price source disruption, trading suspension and changes in taxation laws.</li> </ul>

3. Product Terms		
Party A	:	RHB Islamic Bank Berhad ("RHBIB/the Bank")
Party B	:	xxx ("Investor")
Trade Date	:	XXX
Start Date	:	XXX
Initial Valuation Date	:	XXX

### WARNING



# TERM SHEET

# ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

Final Valuation Date : xxx

Maturity Date : Five (5) Business Days after:

(a) if the Final Valuation Date is not a Disrupted Day, the

Final Valuation Date, or

(b) if the Final Valuation Date is a Disrupted Day, the Postponed Determination Date (as further described in the section "Consequences of a Disrupted Day"

below) determined after accounting for each Relevant Constituent that is affected by a Disrupted

Day in respect of the Final Valuation Date.

Tenure : 5 years

Investment Amount : MYR 50,000,000.00

Issuance at : At Discount.

Initial settlement amount being 99% of Investment Amount to

be received by the Bank on Start Date.

Underlying Reference Index (Remark: All the reference indices are Shariah-compliant

indices)

BofA Merrill Lynch BABXEV22 Excess Return Strategy

(BABXEV22)

Index Sponsor : xxx

Index Rules : xxx dated [xxx] and the specific rules relating to the Index

dated as of [xxx] (the "Index Specific Rules"), each as may be

amended or updated from time to time. [IF APPLICABLE]

Index Bloomberg Ticker : BABXEV22 Index

Initial Index Value ("Index(Start)") : [xxxx] ("Index") as calculated and published by the Index

Sponsor (as defined below) and as described in the Index Specific Rules and any amendments thereto made from time

to time (the "Index Rules")

Index Value is calculated by the Index Calculation Agent in accordance with the Index Rules and published to Bloomberg

with the Index Bloomberg Ticker, if applicable.

Participation Rate ("PR") : [xxxx]

FX Rate<sub>(Start)</sub> : [xxxx], being the USD/MYR exchange rate, expressed as the

amount of MYR to [USD] as determined on the Trade Date by

the Calculation Agent

### WARNING



# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

FX Rate<sub>(t)</sub> : The USD/MYR exchange rate, expressed as the amount of

MYR to [USD] on period (t) as per the Schedule, as determined by the Calculation Agent, subject to FX Disruption Event and

Business Day Conventions.

Profit (t) : The Profit is payable in the Investment Currency and is

calculated based on the following formula:

Max [Minimum Profit,  $((Index_{(t)} / Index_{(Start)}) -1)/t] x$ 

Investment Amount x PR x Conversion Factor(t)

Index Valuation Date ("Index<sub>(t)</sub>") : Means in respect of any Business Day, the closing level of

the Index as determined by the Calculation Agent on period

(t) as per Schedule.

Profit Payment Dates(t) : [6] Business Days Following Index Valuation Date(t) as set out

in the Schedule.

Schedule : The dates of Index<sub>(t)</sub>, and FX Rate<sub>(t)</sub> as determined by the

Calculation Agent on periods (t) provided that if such date is not a Business Day, such date will be the next following

Business Day.

The Profit Payment Date<sub>(t)</sub> is 6 Business Days following corresponding Index<sub>(t)</sub> on periods (t) provided that if such date is not a Business Day, such date will be the next following

Business Day.

t	Index <sub>(t)</sub>	FX Rate <sub>(t)</sub>	Profit Payment Date <sub>(t)</sub>
1	[xx MM] 2022	[xx MM] 2022	[xx MM] 2022
2	[xx MM] 2023	[xx MM] 2023	[xx MM] 2023
3	[xx MM] 2024	[xx MM] 2024	[xx MM] 2024
4	[xx MM] 2025	[xx MM] 2025	[xx MM] 2025
5	Final Valuation Date	Final Valuation Date	[xx MM] 2026

Conversion Factor<sub>(t)</sub> : FX Rate<sub>(t)</sub> / FX Rate<sub>(Start)</sub>

\*Rounded to 8 decimal places

Minimum Profit : 0%

Business Days : Calendar follows Shanghai, New York and Kuala Lumpur

Business Days.

Business Day Convention : Modified Following

#### WARNING



# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

Calculation Agent : Party A

Principal Protection : The Investment Amount is principal protected only if the

**Investment is held until maturity.** In the event of premature/early termination/cancellation, the actual amount to be returned to Party B will be adjusted for the Party A's

**Unwinding Cost** 

This Islamic Structured Investment is  $\underline{\text{NOT}}$  protected by

Perbadanan Insurans Deposit Malaysia.

Undertaking : Party A undertakes to enter into Commodity Murabahah

Transaction(s) to facilitate the Profit payment and the undertaking will be considered exercised upon meeting the following conditions during the Index Valuation Date

("Index(t)"):

a. if  $Index_{(t)}$  is higher than  $Index_{(Start)}$ ; or

b. the Minimum Profit is more than 0%

In the event of early termination, Party B irrevocably and unconditionally undertakes to grant Ibra' (Rebate / Waiver) on portion of the Investment Amount (Commodity Musawamah purchase price) which is equivalent to Unwinding Cost.

The undertaking provided by Party A and / or Party B is subjected to Market Disruption Events, Index Disruption Events, and / or Extraordinary Events as set out in product's

Related Documents.

Ibra' (Rebate / Waiver) : Ibra refers to an act by a person relinquishing his rights to

collect payment due from another person. Under Islamic SILX, the Investor undertakes to grant Ibra' on portion of the Investment Amount equivalent to the Unwinding Cost amount in the event of early termination. The Unwinding Cost amount is subjected to residual placement and undertaking (to enter Commodity Murabahah) Mark-to-Market value upon

termination.

Premature / Early Termination / :

Cancellation by Party B

**Strictly discouraged**. Party B may incur the Unwinding Cost if the Investment is uplifted/terminated prior to the Maturity

Date. In the event of the early termination / cancellation, the Party B will grant Ibra' on portion of the Investment Amount (Commodity Musawamah purchase price) subjected to the

relevant Ibra' clauses in this document

### WARNING



# TERM SHEET

### **ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX**

Unwinding Cost : The cost of terminating, liquidating, or re-establishing any

hedge or trading position related to the embedded reference

derivative.

Transfer Restrictions : Party B may transfer or assign the Investment to any other

party at the discretion of Party A.

Documentation : a) For individuals

Structured Investment Application Form, the Structured Investment Master Agreement, Risk Disclosure Statement, Index Risk Disclosures, Term Sheet, Product Highlights Sheet, Suitability Assessment, and Commodity Murabahah and Commodity Musawamah Terms and

Conditions.

b) For corporates

Structured Investment Application Form, the Structured Investment Master Agreement, Risk Disclosure Statement, Index Risk Disclosures, Term Sheet, Product Highlights Sheet, Suitability Assessment (as may be required), Commodity Murabahah and Commodity Musawamah Terms and Conditions, Board of Directors'

Resolution and Memorandum and Articles of Association

Additional Terms : The Investment will be offered to Party B on the basis that RHB

Islamic Bank Berhad ("the Bank") and its affiliates will not be providing information, advice or recommendation of any sort except factual information about the terms of this Investment and no fiduciary duty or obligation shall be owed by the Bank

to Party B.

Party B shall be aware that no communication received from the Bank or its affiliates shall be deemed to be an assurance or guarantee as to the expected result on the return on the

investment(s)

The Investment is subject to Bank Negara Malaysia Foreign Exchange Notices (the "Notices") as may be amended from time to time. If applicable, Party B must comply with and obtain

any approvals required under the Notices.

The Investment constitutes the direct and unsecured obligation of the Bank and ranks without any preference equally with all other outstanding unsecured and unsubordinated obligations of the Bank, present and future except for those which are mandatorily preferred by operation

of law.

### WARNING



# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

Representation and Warranties : Party B represents to Party A that any foreign exchange policy,

regulatory or supervisory requirements which would affect the capacity of Party B to enter into this Investment has been

satisfied.

The following section highlighted will be different for each Index/Derivative provider. Below is an

example:]

Extraordinary Events : Please refer to Index Risk Disclosures.

Valuation : Article 6 of the 2002 ISDA Equity Derivatives Definitions shall

not apply.

Market Disruption Events shall apply to the Investment.

Adjustments : Article 11 of the 2002 ISDA Equity Derivatives Definitions shall

not apply.

Index Disruption Events shall apply to the Investment.

Non-Reliance : Article 13.1 of the 2002 ISDA Equity Derivatives Definitions

shall apply to the Investment.

Agreements and

Acknowledgments Regarding

**Hedging Activities** 

Article 13.2 of the 2002 ISDA Equity Derivatives Definitions

shall apply to the Investment.

Additional Acknowledgments : Article 13.4 of the 2002 ISDA Equity Derivatives Definitions

shall apply to the Investment except that the reference to Valuation Date shall be deleted and replaced with the term

"Final Valuation Date".

Index Disclaimer : Applicable.

Market Disruption Events : If the Calculation Agent determines that a Market Disruption

Event has occurred as of an Index Calculation Day (such day being a "Disrupted Day"), then at the discretion of the Calculation Agent, any calculation or determination (each a "Calculation Item") in respect of such Disrupted Day will be postponed to the first succeeding Index Calculation Day that is not a Disrupted Day, provided that, if the Calculation Agent determines that each of the eight (8) consecutive Index Calculation Days are Disrupted Days, then (i) the last consecutive Index Calculation Day shall be deemed to be the relevant Index Calculation Day and (ii) the Calculation Agent shall determine the Index Value in respect of the relevant Index Calculation Day by using such levels or values in respect of each Calculation Item as the Calculation Agent determines to be appropriate as of the index valuation time on or in respect of such Index Calculation Day, including making any adjustments to compensate the Hedging Entity for its hedging

### WARNING



# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

risk in holding the Index or any financial instrument as a hedge for the Investment that it is unable to redeem or liquidate promptly,

Each of the following events shall be a "Market Disruption Event":

- (a) when the foreign exchange market or interest rate market in USD, or any other relevant currency is or are closed otherwise than for ordinary public holidays or if trading thereupon is restricted or suspended and, in the determination of the Calculation Agent, this would have a material impact on the ability of the Calculation Agent to determine the value of the Index accurately, in a timely manner or at all or for the Hedging Entity to execute a hedge in respect of the Index in any such market;
- (b) an event pursuant to which there is a breakdown in any means of communication normally used for the valuation by the Calculation Agent of all of or a substantial portion of the Index or the Index Sponsor informs the Calculation Agent or the Calculation Agent determines at its own discretion that the last reported Index Value should not be relied upon;
- (c) an event where the Index Sponsor or Index Calculation Agent (as the case may be) fails to calculate and publish the Index Value on any Index Calculation Day or (as the case may be) within the scheduled or usual timeframe for publication;
- (d) an event pursuant to which the Calculation Agent determines that a substantial number of transactions in relation to hedging the Index would be rendered impracticable or if purchases and sales in respect of hedging a substantial portion of the Index would not be capable of being effected; or
- (e) any other event pursuant to which Calculation Agent determines that the Index Value cannot be promptly or accurately ascertained.

**Index Disruption Events** 

If the Calculation Agent determines that an Index Disruption Event has occurred, the Calculation Agent may:

### WARNING



# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

- (a) determine the appropriate adjustment (if any) to be made to any one or more terms of the Investment or any Calculation Item, including (but not limited to) any variable or term relevant to the settlement or payment calculation or substituting the Index for another index, as the Calculation Agent determines in a commercially reasonable manner to be appropriate to account for the economic effect of such Index Disruption Event on the Investment and to preserve the original economic objective and rationale of the Investment; or
- (b) determine that no adjustment will achieve a commercially reasonable result, in which case an Additional Termination Event shall occur with Party B as the sole Affected Party and Party A may determine an early termination date (the "Early Termination Date") on which date the Investment will be terminated early for an amount equal to the Early Termination Amount.

The "Early Termination Amount" means the prevailing bid price as of the Early Termination Date which Party A would quote in a commercially reasonable manner to a market participant for the Investment on such date, based on factors set forth in the documentation, including but not limited to the realisable value of the assets comprising the Index. Such amount will be calculated by Party A and shall take into account, amongst other things, any Market Disruption Event or Index Disruption Event, as well as such other factors as Party A may determine acting in a commercially reasonable manner.

"Index Disruption Event", in respect of an Index, means any of the following events:

- Index Succession: where the Index is calculated not by the Index Sponsor but by a successor sponsor, or replaced by a successor index (which in the determination of the Calculation Agent uses the same or substantially similar formula and method as used in the calculation of the Index);
- 2) Index Cancellation / Administrator/Benchmark Event: the permanent cancellation of the Index on or prior to an Index Calculation Day and no successor index exists as of the date of cancellation or the nonapproval, rejection suspension or withdrawal of any registration or other similar regulatory or legal requirement required for the provision applicable law

### WARNING



# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

or regulation for the continued provision and use of the Index or any component thereof;

- 3) Index Disruption: the Index Sponsor (or successor sponsor) fails to calculate and announce such Index (provided that, in such case, the Calculation Agent may determine that this amounts to a Market Disruption Event rather than an Index Disruption Event);
- 4) Index Modification: in the determination of the Calculation Agent, the relevant Index Sponsor makes or announces that it will make a material change in the formula for, or the method of calculating, any Index or in any other way materially modifies any Index in each case in a manner which is unacceptable to the Calculation Agent (other than a modification prescribed in that formula or method to maintain any Index in the event of changes in index components and capitalisation and other routine events);
- 5) Change in law: if (i) due to the adoption or any change in any applicable law (including tax law), rule, regulation or order, any regulatory or tax authority ruling, regulation or order or any regulation, rule or procedure of any exchange, or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that (a) it has or will become illegal or contrary to any applicable regulation for a Hypothetical Investor to hold, acquire or dispose of trading and investment positions relating to any Index Component, or (b) the Party A will incur a materially increased cost in performing its obligations with respect to the Investment (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position) or any requirements in relation to reserves, special deposits, insurance assessments or other requirements;
- 6) **Investment Disruption**: (a) a Hypothetical Investor would be unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish,

### WARNING



# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

substitute, maintain, unwind or dispose of any trading or investment positions in respect of any of the Index Components, or (ii) realise, recover or remit the proceeds of any such trading or investment positions;

7) Materially Increased Cost of Investment: (a) a Hypothetical Investor is, becomes or would become subject to materially increased (as compared with the circumstances existing as of the Trade Date) Index Component Costs in respect of any trading or investment positions in respect of any of the Index Components and/or (b) Party A is, becomes or will become subject to materially increased (as compared with the circumstances existing as of the Trade Date) costs in respect of entering into and performing its obligations with respect to the Investment;

Where "Index Component Costs" means costs (per unit notional exposure to an Index Component) which would be incurred by a Hypothetical Investor which are incidental and necessary to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any trading or investment positions in any Index Component (including, without limitation, any physical holding of, or any derivative transaction in respect of, an Index Component) which a Hypothetical Investor would deem necessary or desirable in order to invest in the Index Components, or (ii) realise, recover or remit the proceeds of any such position in an Index Component. These costs include but are not limited to movements in bid and offer prices of an Index Component, applicable costs incurred from a third party charged in addition to bid and offer prices (such as exchange or brokerage fees or commissions, or other fees upon transacting in an Index Component) and other costs having a similar effect on the Hypothetical Investor, provided that any costs that are or would be incurred solely due to the deterioration of the creditworthiness of a Hypothetical Investor shall not constitute an Index Component Cost.

"Hypothetical Investor" means a hypothetical investor in the Index Components in the same or similar position as Party A or any affiliate of Party A, as determined by the Calculation Agent in its sole and absolute discretion, either investing directly in the Index Components or through derivatives or similar transactions, including without limitation, its investment and execution capacity and its domicile and other characteristics for tax purposes and subject to the same securities laws and rules and regulations of any securities regulators, exchanges and self-regulating organisations that apply to such entities.

### WARNING



# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

"Index Component" means any component of the Index.

For the avoidance of doubt, the Calculation Agent has the right but not the obligation to determine the occurrence of an Index Disruption Event, and shall not be liable to any person for losses resulting from such determination, its timing, or any resulting substitution or adjustment. Unless otherwise specified, the Calculation Agent shall make all determinations as to the occurrence of Index Disruption Events in its sole discretion, including determinations as to materiality. Party A has the right to determine the consequences of any Index Disruption Event so determined by the Calculation Agent, and shall not be liable to any person from losses resulting from such determination, its timing, or any resulting substitution or adjustment. Unless otherwise specified, Party A shall make all determinations as to the consequences of the occurrence of Index Disruption Events in its sole discretion.

Disruption Notices : Upon making any determination made by it with respect to any

Market Disruption Event or Index Disruption Event, the Calculation Agent shall give notice as soon as practicable to the parties, provided that failure to give such notice shall not affect the validity of the aforementioned events or any action

taken.

Other terms and conditions : All shariah contract(s) in the Terms Sheet is binding and

enforceable upon all contracting parties;

- Remainder of page intentionally left blank -

### WARNING



# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

### 4. Historical Performance

PLEASE TAKE NOTE: Past performance does not represent future performance.

### Past 5 years performance of Underlying Reference Index



Source: Bloomberg, [BABXEV22 Index, Daily, 7 April 2017 to 6 April 2022]

- Remainder of page intentionally left blank -

### WARNING



# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

### 5. Scenario Examples

PLEASE TAKE NOTE: The simulations are provided for illustrative purposes only and are not a forecast or indication of any expectation or performance. It does not represent any economic terms of a trade. It does not represent actual termination or unwinding cost that may be available to you. It does not present all possible outcomes or describe all factors that may affect the value of the transaction. Past performance does not represent future performance.

### **SIMULATION**

**Assume** the investor entered into the Investment with the below terms:

Investment Amount	MYR	Profit Payment Frequency	Final		
	60,000,000				
Underlying Reference	BABXEV22	Minimum	0.00%		
Tenor	5 Years	FX Rate(Start)	USD/MYR = 4.1500		
Participation Rate ('PR')	115%	FX Rate <sub>(t)</sub>	Simulated in scenarios		
Initial Index Value ("Index(Start)")	337.9257	Conversion Factor <sub>(t)</sub>	FX Rate <sub>(t)</sub> / FX Rate <sub>(Start)</sub>		
Profit	Max[ Minimum Profit, ((Index <sub>(t)</sub> / Index <sub>(Start)</sub> ) – 1)/t ] x Investment Amount x PR x Conversion Factor <sub>(t)</sub>				

Scenario 1 - Index fluctuates, MYR Strengthens

Year	Index <sub>(t)</sub>	Max[Min Profit or ((Index(t) / Index(Start)) –1)/t]	FX Rate <sub>(t)</sub>	Conversion Factor <sub>(t)</sub>	Profit (t)
1	280.5679	0.00%	4.185	1.00843373	0.00
2	352.1551	2.11%	4.195	1.01084337	1,223,734.16
3	315.8713	0.00%	4.185	1.00843373	0.00
4	386.1501	3.57%	4.175	1.0060241	2,063,772.63
5	419.1465	4.81%	4.155	1.00120482	2,767,367.35

Total Profit 6,054,874.14

Example for Year 5 calculation. All other scenarios are calculated following the Profit calculation: =  $Max[Minimum\ Profit, ((Index_{(t)} / Index_{(Start)}) - 1)/t] x Investment Amount x PR x Conversion Factor_{(t)} = <math>Max[0\%, ((419.1465 / 337.9257) - 1/5] x MYR 60,000,000 x 115\% x 1.00120482 = MYR 2,767,367.35$ 

### Scenario 2 - Index fluctuates, MYR Strengthens

	dendrio 2 maex natidates, in the ottengeneris						
Year	Index <sub>(t)</sub>	Max[Min Profit or ((Index(t) / Index(Start)) -1)/t]	FX Rate <sub>(t)</sub>	Conversion Factor <sub>(t)</sub>	Profit (t)		
1	357.1478	5.69%	4.253	1.02481928	3,351,928.47		
2	383.9902	6.82%	4.193	1.01036145	3,959,676.95		
3	415.0634	7.61%	4.134	0.99614458	4,358,272.99		
4	386.1516	3.57%	3.924	0.94554217	1,939,759.44		
5	301.5558	0.00%	3.885	0.93614458	0.00		

Total Profit 13,609,637.86

### WARNING



# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

Scenario 3 – Index increases steadily, MYR Weakens

Year	Index <sub>(t)</sub>	Max[Min Profit or ((Index(t) / Index(Start)) -1)/t]	FX Rate <sub>(t)</sub>	Conversion Factor <sub>(t)</sub>	Profit <sub>(t)</sub>
1	357.1491	5.69%	4.155	1.00120482	3,274,912.92
2	383.9973	6.82%	4.193	1.01036145	3,960,287.27
3	415.0682	7.61%	4.252	1.02457831	4,482,953.51
4	433.6288	7.08%	4.303	1.03686747	4,221,199.58
5	457.3575	7.07%	4.315	1.03975904	4,225,998.13

Total Profit 20,165,351.41

#### Scenario 4 - No Profit

Year	Index <sub>(t)</sub>	Max[Min Profit or ((Index(t) / Index(Start)) –1)/t]	FX Rate <sub>(t)</sub>	Conversion Factor <sub>(t)</sub>	Profit <sub>(t)</sub>
1	315.1415	0.00%	4.155	1.00120482	0.00
2	304.6805	0.00%	4.193	1.01036145	0.00
3	313.9703	0.00%	4.252	1.02457831	0.00
4	323.3333	0.00%	4.303	1.03686747	0.00
5	298.1708	0.00%	4.315	1.03975904	0.00

Total Profit 0.00

#### In all scenarios above,

- All profit, if any, are paid on respective Profit Payment Date(t).
- The Investor would receive the full investment amount on Maturity Date.

### Scenario 5 - Early Termination

If the Investor decides to terminate their Investment before maturity, the actual amount to be returned to the Investor will be adjusted for any Unwinding Cost payable arising from early termination. The Investor may receive an amount less than their initial Investment Amount depending on the unwinding cost.

Unwinding Cost refers to the cost of funds in relation to the early termination/upliftment of the Investment amount and the cost of terminating, liquidating, or re-establishing any hedge or trading position related to the embedded reference derivative.

Below is an **example** whereby unwinding cost amounts to MYR 1,895,000.00 as determinable by the Calculation Agent after the end of the third year, for example.

Investment Amount	MYR 50,000,000.00
Unwinding Cost	(MYR 1,895,000.00)
Total Amount Returned to Investor	MYR 48,105,000.00

### WARNING



# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

# 6. Investor Declaration (Please read this carefully)

I/ We hereby agree and declare to RHB Islamic Bank Berhad ("the Bank") and its affiliates that:

- I/We have sufficient knowledge and experience and/or have obtained sufficient third party
  professional advice to make my/ our own evaluation of the merits and risks of making the
  investment and have considered the suitability of this investment based on my/our own or the
  company's financial needs;
- 2. I/We agree that this structured investment will be governed by Malaysian law and I/we agree to submit to the exclusive jurisdiction of Malaysian courts with respect to all matters arising out of or related to this investment:
- 3. The Bank is authorised to debit from my/our accounts maintained with the Bank and/or RHB Bank Berhad (both collectively, "RHB"), the Investment Amount, any unwinding cost or any other monies payable by me/us to the Bank in relation to my investments and/or to deduct such charges, etc. from any monies due to me/ us from the Bank;
- 4. I/We have received a copy and read the Term Sheet, Product Highlights Sheet, Structured Investment Master Agreement, Risk Disclosure Statement, Index Risk Disclosures and all other documents, forms and mandates ("terms & conditions") required by the Bank for this investment structure and, completed a Suitability Assessment (as applicable). I/We agree to abide and be bound by such transaction terms and condition and any amendments, alterations and additions thereto from time to time. However, should there be any conflict between the terms and conditions of the Term Sheet and the Confirmation; I/we agree that provisions in the Confirmation sent to me/us following execution of the investment shall prevail.

5.	telephone, facsimile trans the Bank by sending to m	estment between me/us a mission or other electronic ne/us a Confirmation of suclings is conclusive and bind	means and h dealings.	to be subsective agree a	quently contand confirm	firmed by n that the
	Email	Fax		Post To Address	My/Our	Mailing
		<u> </u>		_		

- I/We am/are aware that I/we am/are not covered by the Capital Market Compensation Fund under Section 152 of the Capital Markets and Services Act 2007 as may be amended from time to time ("CMSA").
- 7. I/We declare that I/we am/are high net worth individual(s), a high net worth corporate/entity or an accredited investor falling under Schedule 6 (or Section 229(1)(b)) or Schedule 7(or Section 230(1)(b)) of the CMSA as stated in the "Structured Investment Application Form" completed by me/us.
  - Remainder of page intentionally left blank -

### WARNING



# TERM SHEET

# **ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX**

8. Ir	ivestn	nent Account Instruct	ions				
I/We	e autho	orize RHB to:					
1.	OR OR	Debit my/our Multicuri : Debit my/our Current : Debit my/our Savings :	Account No. Account No.	A mount on one	ph Start Data room	—	
2.	Credi	with your branch for the above stated Investment Amount on each Start Date respectively  Credit the applicable Principal and Profit amount into the below accounts accordingly at the end of the investment:					
	Multic	currency Account No.	:				
	Curre	ent Account No.	:				
	Savin	igs Account No.	:				

### 9. Additional Information

Email

- 1. Should you require additional information, please contact your Premier Relationship Manager, RHB's Premier Centre, or Group Treasury & Global Markets. Contact information listed below.
- 2. If there is any inquiries or complaints related to structured investment, you may contact us:-

**Customer Advocacy / Premier Centre** 

**Group Treasury & Global Markets** 03-9207 2622

Tel 03-9206 8090 / 03-9208 1188 :

customer.advocacy@rhbgroup.com / customer.service@rhbgroup.com

structured.innovation@rhbgroup.com

3. If you are dissatisfied with the outcome of RHB Islamic Bank's internal dispute resolution process, you may refer your dispute to the following:-

### SECURITIES INDUSTRY DISPUTE RESOLUTION CENTER (SIDREC)

a) via phone : 03-2282 2280 : 03-2282 3855 b) via fax c) via email

: info@sidrec.com.my

: Securities Industry Dispute Resolution Center (SIDREC) d) via letter

Unit A-9-1, Level 9, Tower A

Menara UOA Bangsar

No.5, Jalan Bangsar Utama 1

59000 Kuala Lumpur

### WARNING



# TERM SHEET

### ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX

#### **SECURITIES COMMISSION**

You may also direct your complaint to the Securities Commission Malaysia even if you have initiated a dispute resolution process with SIDREC. To make a complaint, please contact the Securities Commission Malaysia's Consumer & Investor Office:

a) via phone to the Aduan Hotline : 03-6204 8999 b) via fax : 03-6204 8991

c) via email : aduan@seccom.com.my

d) via online complaint form available at : https://www.sc.com.my/investor-

empowerment/lodge-a-

complaint/capital-market-service-

related-complaints

e) via letter : Consumer & Investor Office

Securities Commission Malaysia No. 3, Persiaran Bukit Kiara

**Bukit Kiara** 

50490 Kuala Lumpur

#### **BANK NEGARA MALAYSIA - BNMTELELINK**

a) via phone : 1300-88-LINK (1300-88-5465) / (Overseas: 603 – 2174 1717)

b) via fax : 03-2174 1515

c) via website : <a href="https://telelink.bnm.gov.my">https://telelink.bnm.gov.my</a>
 d) via email : <a href="mailto:bnmtelelink@bnm.gov.my">bnmtelelink@bnm.gov.my</a>
 e) via letter : Jabatan Komunikasi Korporat

Bank Negara Malaysia P.O. Box 10922 50929 Kuala Lumpur

- Remainder of page intentionally left blank -

### WARNING



# TERM SHEET

### **ISLAMIC STRUCTURED INVESTMENT LINKED TO INDEX**

10. Authorised Signatories									
(1. Individual Customer - Specimen Signatures									
2. Company - as per Board of Directors' Resolution)									
Authorised Signatory:	Authorised Signatory:		COMPANY'S STAMP:						
Name:	Name:								
MyKad/ Passport No:	MyKad/ Passport No:								
Tel No:	Tel No:								
Date:	Date:								
Authorised Signatory:	Authorised Signatory:								
Name:	Name:								
MyKad/ Passport No:	MyKad/ Passport No:								
Tel No:	Tel No:								
Date:	Date:								
For IB/WM/CS									
RM/PFC/PB/BM	Approved by:								
Name & ID:		,							
Contact No :									
Signature	Faxed (Date & Time):								
verified by:									

### **WARNING**

<sup>-</sup> Remainder of page intentionally left blank -