

**TERMS & CONDITIONS – STRUCTURED PRODUCT INVESTMENT/-i****Terms & Conditions****1. Glossary and Interpretation**

1.1 In this Terms & Conditions, unless the context otherwise requires or unless it is otherwise expressly provided, the following terms shall have the following meanings:

“**Account**” means any and all accounts maintained by the Investor with the Bank including any accounts for the Structured Products Investments/-i;

“**Bank**” means **RHB Bank Berhad 196501000373 (6171-M) / RHB Islamic Bank Berhad 200501003283 (680329-V)**, company incorporated in Malaysia under the Companies Act, 1965 and having its registered office at Level 10, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur and includes its successors in title and assigns;

“**Bursa Malaysia**” means Bursa Malaysia Berhad;

“**Business Day**” means a day (other than Saturday, Sunday and gazetted public holidays) on which the Bank is open for business generally in Kuala Lumpur;

“**Confirmation**” means the documents and other confirming evidence issued by the Bank to the Investor confirming or evidencing the Investor’s Investment and containing the relevant terms of the Structured Products Investments/-i;

“**Cooling Off Period**” means the period where Investor may cancel the investment at no cost and will receive the full initial investment amount;

“**Cut-off Date and Time**” means such date and time as determined by the Bank and notified to the Investor to be the latest date and time by which the Bank must receive the Principal Amount;

“**Day Count Convention**” means in respect of the calculation of Interest/Profit, the number of days in that interest/profit period for which interest/profit accrues as a fraction of the number of days in a year. Based on market convention and currency type the number of days in a year may be 365 days or 360 days;

“**Exchange**” means Bursa Malaysia or such other exchanges on which the Reference Derivative may be listed and quoted, as specified in the Master Term Sheet and/or the Confirmation;

“**Exchange Business Day**” means any trading day of the Exchange;

“**Expiry Date**” means two (2) business days before Maturity Date;

“**Interest/Profit**” means the amount of interest/profit which is payable in connection with the Structured Product Investments/-i, as determined by the Bank in accordance with Clause 4 below;

“**Investor**” means the person or persons whose name or names is stated as such in the Structured Investment/-i Application Form and any references to the “Investor” shall include, in the case of an individual Investor, the Investor’s personal representatives, estate, heirs and executors, or in the case of a company Investor, the Investor’s successor in title and assigns;

“**Master Term Sheet**” means the Master Term Sheet(s) and/or Term Sheet issued by the Bank to the Investor and executed/deemed executed by the Investor, from time to time in respect of the Structured Products Investment/-i which include(s) the material terms, associated obligations, underlying assumptions, pricing basis, scenario analysis to illustrate the impact of market movements on the Structured Product Investments/-i and/or such other information regarding the Structured Products Investments/-i as the Bank may think relevant provided that if both a Master Term Sheet and Term Sheet are issued in respect of the Structured Product Investment/-i, the provisions of the term sheet (which is executed or deemed accepted by the Investor) shall prevail in respect of the Structured Product Investment/-i where there are inconsistencies;

“**Maturity Date**” means the date of maturity of the Structured Products Investments/-i as specified in the Master Term Sheet and/or the Confirmation and includes any modification, revisions or extension to the original initial Maturity Date;

“**Market Disruption Event**” means any suspension of or limitation imposed on the trading of the Reference Derivative on the Exchange Business Day during the one half hour period that ends the Valuation Time on the Valuation Date;

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**“Non-Principal Protected Investment/-i”** means a Structured Products Investment where the maximum downside to the Investor shall be the likelihood of losing up to the Principal Amount invested;

**“Observation Period”** means in relation to certain Structured Product Investments/-i, the day or a set period of time during which a determination is made in relation to the Reference Derivative as described in this Terms & Conditions for the specific Structured Product Investment/-i, and which will determine the Interest/Profit or Payout Amount to be paid on that Structured Product Investment/-i;

**“Payout Amount”** means unless otherwise provided in the Master Term Sheet and/or the Confirmation, the Principal Amount and Interest/Profit, if any, or such other amount to be paid on the Maturity Date or early redemption or termination of the Structured Product Investments/-i whether in whole or, if applicable, in part, as specified in and/or determined in accordance with the provisions of the Master Term Sheet and/or the Confirmation;

**“Principal Amount”** or **“Investment Amount”** means amount in the currency specified in the Master Term Sheet and/or the Confirmation which is to be or has been placed by the Investor in the Account and accepted by the Bank for investment in the Structured Products Investments/-i pursuant to this Terms & Conditions. Each initial Investment amount shall not be less than the minimum amount specified by the Bank from time to time;

**“Product Highlights Sheet”** refers to the document provided by the Bank in accordance with applicable guidelines containing the description and key product information of the Structured Products Investment/-i for making informed decisions and to facilitate comparison between products;

**“Principal Protected Investment”** means a Structured Products Investment/-i where the Principal Amount invested is fully protected provided that the Structured Products Investment/-i is held to maturity;

**“Reference Derivative”** means a financial contract whose value depends on the values of one or more underlying assets whereby the underlying assets could include but are not limited to, interest/profit rates, foreign exchange rates, fixed income, equity and commodity prices and any combination or indices thereof which forms part of the Structured Products Investments/-i as specified in the Master Term Sheet and/or the Confirmation;

**“Risk Disclosure Statement”** means the general risk disclosure statement on Structured Products Investments/-i to be acknowledged and accepted by the Investor as a condition precedent for investments into the Structured Products Investments/-i as may be amended from time to time and set out in this Terms & Conditions;

**“Sales Period”** means the period before the Trade Date, where the Bank may accept orders from Investors over a period of time. Where there is a Sales Period for the Structured Products Investment/-i, the final terms executed/invested by the Bank may differ from the indicative terms provided to the Investor. The Bank shall on a best effort basis execute/invest the Structured Product Investment/-i on terms as close as possible to the indicative terms however this will be subject to market conditions. A cooling off period will apply during the Sales Period;

**“Start Date”** means the date on which the Principal Amount of the Structured Products Investments/-i is to be deposited with the Bank, as specified in the Master Term Sheet and/or the Confirmation;

**“Structured Products Investments/-i”** or **“Structured Investments/-i”** means the structured products investments/-i linked to a Reference Derivative and any such other structured product investments/-i approved by Bank Negara Malaysia and the Securities Commission which the Bank may offer from time to time, which Structured Products Investments/-i may be denominated in Ringgit Malaysia or such foreign currency as accepted by the Bank. The term “Structured Products Investment/-i” shall be construed to mean any one of the Structured Products Investments/-i invested by the Investor;

**“Tenor”** or **“Tenure”** means, in relation to the Structured Products Investments/-i, the period commencing on and including the Start Date and ending on, but excluding, the Maturity Date, as specified in or determined in the Master Term Sheet and/or the Confirmation;

**“Term Sheet”** means the indicative or final term sheet for the Structured Product Investment/-i, howsoever called, which may be provided by the Bank to the Investor prior to or immediately after execution of the Structured Product Investment/-i which sets out the material economic and other terms applicable to the Structured Product Investment/-i on an indicative or final basis as agreed by the Investor;

**“Unwinding costs”** means (i) the cost of funds in relation to the early termination/upliftment of the Investment Amount and (ii) the cost of terminating, liquidating or re-establishing any hedge or trading position related to the embedded Reference Derivative;

**“Valuation Date”** means the valuation date of the Structured Products Investments/-i;

**“Valuation Time”** means the valuation time of the Structured Products Investments/-i;

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- 1.2 Headings herein are for ease of reference only and shall not be deemed to be a part of the Terms and Conditions or be taken into consideration in the interpretation or construction hereof. Any reference to masculine gender shall also include the feminine and neutral genders. Where to context so requires, words importing the singular shall include the plural and vice versa. References to Clauses are to clauses of these General Terms and Conditions.
- 2. Availability of Structured Products Investments/-i**
- 2.1 All Structured Products Investment/-i described in the Product Highlights Sheet offered by the Bank are available to the Investor subject to the general commercial bank practices in Malaysia, applicable laws, regulations, directives and guidelines (whether local or otherwise) and the Bank's internal policies and regulations.
- 2.2 The continued availability of any Structured Products Investment/-i shall be subject to the Bank's discretion and the Bank is not obliged to give reasons for any refusal, termination or discontinuance of the Structured Products Investment/-i.
- 2.3 The Investor deals with the Bank as principal and represents to the Bank that by participating in the Investment, the Investor has complied with all requirements imposed by the relevant authorities having jurisdiction over the Structured Products Investments/-i and the Investor.
- 2.4 The available Structured Products Investments/-i shall be either:
- (i) Principal Protected Investments or
  - (ii) Non-Principal Protected Investments.
- 3. Agreement to Invest in Structured Products Investments/-i**
- 3.1 The Investor hereby agrees to invest the Principal Amount with the Bank, for the Structured Products Investments/-i as specified in the Master Term Sheet and/or the Confirmation for the specified Tenor. The Investor further agrees to forthwith pay the Bank, where applicable, any amounts in connection with the Structured Products Investments/-i as specified in or determined in accordance with the Master Term Sheet and/or the Confirmation which is or are due and payable by the Investor. The Principal Amount shall be received or debited by the Bank from the Account in the currency in which it is due (unless otherwise required by the Bank) before the Cut-off Date and Time in full and freely transferable funds in the required currency without set-off, counterclaim, restriction or condition.
- 3.2 The Bank reserves the right in its discretion, on or before the Start Date, or if the funds are not received in accordance with Clause 3.1, not to accept any Principal Amount received (or to accept only part of such Principal Amount) for the Structured Products Investments/-i. In such event, the Bank will notify the Investor as soon as practicable and any funds received but not accepted for the purpose of the Structured Products Investments/-i will be paid to the Account as notified by the Investor or, if the Bank has not been notified of such Account or that such Account notified by the Investor has ceased to be operative, to any Accounts as the Bank shall in its discretion determine or by way of cheque or in some form as determined by the Bank. The Bank shall not be liable for any losses, damages or expenses incurred or suffered by the Investor in connection with such non-acceptance of funds (save and except where the same is due to RHB's gross negligence, willful misconduct, willful default or fraud).
- 3.3 Notwithstanding any provisions herein, if there are insufficient funds in the Accounts to meet the Principal Amount to be debited by the Bank, the Bank reserves the right, in its discretion, to terminate the Structured Products Investments/-i (if already invested/executed by the Bank) and the Investor shall be liable for any unwinding costs or charges (if any) or administration fees incurred by the Bank in terminating the Structured Products Investments/-i.
- 3.4 The Investor's instructions to the Bank to invest in any Structured Products Investment/-i are irrevocable and any Structured Products Investment/-i invested by the Bank for the Investor shall be binding on the Investor, notwithstanding any change in market conditions between the time of the instructions and the investment. Subject to the terms stated in the Master Term Sheet in respect of a Structured Products Investment/-i, if the Bank quotes terms ("Quotation") for any Structured Products Investment/-i and the Investor accepts the Quotation, provided that the Quotation remains valid and available at the time of investment/execution by the Bank, the Bank shall invest/execute the Structured Products Investment/-i in accordance with the Quotation, which shall be binding on the Investor. Notwithstanding the foregoing, the Investor acknowledges and accepts that the final terms executed/invested by the Bank may differ from the Quotation to the Investor. The Bank shall on a best effort basis execute/invest the Structured Products Investment/-i on terms as close as possible to the Quotation subject to market conditions and the Bank shall not be liable for any difference between a Quotation and the final terms whether due to or arising from any delay between the time of acceptance by the Investor and the time of execution/investment by the Bank for any reason whatsoever including where the Structured Product Investment/-i is executed during a Sales Period or by reason of operational error or system failure. In the event of adverse market conditions, provided that the Bank shall at all times act reasonably and in good faith, the Investor acknowledges that the terms executed/invested by the Bank may significantly differ from the Quotation. In all cases the Investor shall be bound by the terms of the Structured Products Investment/-i once executed/invested by the Bank notwithstanding any difference between the Quotation and final terms.
- 3.5 Unless the Bank otherwise agrees and subject to the Bank's discretion, all payments of the Principal Amounts and/or any Interest/Profit in respect of the Structured Product Investments/-i shall be paid into the Account.
- 3.6 The Structured Products Investments/-i shall be governed by the Terms & Conditions, the Product Highlights Sheet, the Master Term Sheet, the Risk Disclosure Statement, the Confirmation and such other documents, forms and mandates executed by the Investor, as from time to time amended, modified or supplemented. This Terms & Conditions, the Master Term Sheet, the Risk Disclosure Statement, the Confirmation and such executed documents, forms and mandates shall be read together as a single document and shall form a single agreement between the Bank and the Investor. In respect of a Structured Product Investment/-i, in the event of any inconsistency between (i) the provisions of the Master Term Sheet and this Terms &

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Conditions, the provisions of the Master Term Sheet shall prevail (ii) the Master Term Sheet and the Confirmation, the provisions of the Confirmation shall prevail.

- 3.7 In the event that this Terms & Conditions is sent by the Bank to the Investor and accepted by the Investor via e-mail, such e-mail acceptance shall be conclusive evidence of the Investor's acceptance of this Terms & Conditions. The Investor shall sign and return the scan copy of the executed Terms & Conditions which executed copy shall be deemed as the original copy unless the Investor requests for a hard copy of this Terms & Conditions to be delivered following receipt of the email in which case the Investor shall sign and return the executed hard copies of this Terms & Conditions to the Bank within seven (7) days of receipts.

#### 4. Interest/Profit on Structured Products Investments/-i

- 4.1 Unless otherwise specified in the Master Term Sheet and/or the Confirmation, the Interest/Profit for the Structured Products Investments/-i shall accrue on the Principal Amount at the rate and for the Tenor provided in the Master Term Sheet and/or the Confirmation and shall be calculated on the basis of actual number of days elapsed in such Tenor divided by the Day Count Convention as specified in the Master Term Sheet and/or the Confirmation.
- 4.2 All rates, fixings and values required for the purpose of calculating the Interest/Profit and all other matters to be ascertained or established in respect of the Structured Products Investments/-i shall be conclusively determined by the Bank acting in a reasonable manner in accordance with prevailing market practice.

#### 5. Confirmation

- 5.1 As soon as practicable after the Bank has invested in/executed the Structured Products Investments/-i for the Investor, the Bank will send to the Investor a Confirmation of such investment by way of telex, facsimile or electronic means from which a hard copy can be produced and which may or may not require the Investor's signature/acknowledgement.
- 5.2 The Investor undertakes to check, examine and verify the correctness of each Confirmation and shall inform the Bank of any irregularities or discrepancies in the Confirmation within 24 hours or such other period as may be stated in the Confirmation, from the date of the receipt of the Confirmation, failing which the Investor shall be deemed to have approved and accepted the contents of the Confirmation and the Confirmation shall be conclusive and binding on the Investor. In the event that the Investor's acknowledgement/signature is required on the Confirmation, the Investor shall promptly sign and return the Confirmation (whether hard copy or by e-mail) to the Bank provided that any failure of the Investor to sign/acknowledge the Confirmation as required shall not affect the Investor's acceptance of the terms of the Structured Product Investment/-i stated in the Confirmation as provided in the foregoing sentence of this Clause.
- 5.3 Notwithstanding the above, the Bank reserves the right to correct errors made in any Confirmations relating to the Structured Products Investments/-i at any time and/or from time to time by reason of operational error on the part of the Bank or other party.
- 5.4 It is hereby agreed between the parties that the Investor's execution of the Master Term Sheet/Confirmation or any other documents which are faxed back or a scan copy e-mailed to the Bank shall be admissible in court as evidence of the acceptance of the same and shall be considered an original and primary document. It is further agreed that a good transmission report generated by the facsimile of either party shall be deemed good service and simultaneous receipt thereof.

#### 6. Maturity

- 6.1 Unless otherwise specified in the Master Term Sheet and/or the Confirmation, subject to the payment by the Investor of the Principal Amount and other sums (if any) specified in the Master Term Sheet and/or the Confirmation, on the Maturity Date of the Structured Products Investments/-i, the Structured Products Investments/-i shall automatically terminate and the Bank shall pay the Investor the Payout Amount including where applicable, the relevant Interest/Profit (calculated in accordance with Clause 4 above) for the relevant Tenor.

#### 7. Early Redemption or Termination

- 7.1 In the event the Investor requests the Bank to redeem or terminate the Structured Products Investment/-i prior to its Maturity Date, such requests shall be in accordance with the Master Term Sheet and/or the Confirmation and the Investor shall comply with any conditions imposed by the Bank and subject to compliance with such conditions, the Bank will pay to the Investor any sums of the Principal Amount as may be realized from the premature termination of the Structured Products Investments/-i less such costs and charges as specified in Clause 7.2 below. The Investor acknowledges that it is likely that Payout Amount upon such early redemption or termination will be lower (and may even be non-existent) than if the Structured Products Investments/-i had been invested until the Maturity Date.
- 7.2 In the event of early redemption or termination by the Investor, the Investor shall bear and agrees to indemnify the Bank for any loss, damage, costs or charges (if any) or administrative fees suffered or incurred in redeeming or terminating the Structured Products Investments/-i in accordance with Clause 7.1, including legal costs and unwinding costs incurred in relation to such premature termination which shall be deducted from the Payout Amount for the Structured Products Investment/-i. Such loss, damage, costs, charges and fees shall be calculated in accordance with such formula as the Bank may prescribe from time to time and may be deducted by the Bank from the Principal Amount or from any moneys in the Accounts or such other amounts (if any) which are otherwise payable to the Investor.

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**8. Payment**

- 8.1 The Bank shall be discharged from its entire liability under this Terms & Conditions upon the payment of the Payout Amounts on the Maturity Date of a Structured Products Investment/-i or, if early redeemed or terminated on such early redemption or termination date. The payment of such Payout Amounts shall be credited to the Account notified by the Investor to the Bank or if the Bank has not been notified of such Account or that such Account notified by the Investor has ceased to be operative, to any of the Investor's Accounts as the Bank shall in its discretion determine or by way of cheque or in some other form as determined by the Bank.
- 8.2 The Bank may convert any Payout Amount denominated in a different currency into a currency and in a manner the Bank considers appropriate at its prevailing rate of exchange.

**9. Repayment**

- 9.1 If the Bank receives written notification addressed to the Bank of the Investor's death, bankruptcy, winding-up or any other reasons which affects the Investor's power, authority or right in investing in the Structured Products Investments/-i, the Bank shall, unless the Bank receives instructions to carry on with the Structured Products Investments/-i from, in the case of an individual Investor(s), the lawful heirs, executors, personal representative of the Investor; or in the case of a company Investor, the lawful representative or official receiver appointed to act on behalf of the Investor, terminate the Structured Products Investments/-i prior to its scheduled Maturity Date in accordance with Clause 7 and in particular subject to such costs, expenses and charges specified in Clause 7.2, and shall pay any amounts resulting from such termination into the Accounts, including in the case of a Principal Protected Investment.
- 9.2 Where the Bank is presented with a garnishee order and/or Mareva injunction and/or injunction(s) and/or similar order from time to time whether in Malaysia or elsewhere issued against the Investor, the Bank shall be entitled to accelerate and mature the repayment of any Structured Products Investment/-i as if its repayment before maturity was made at the Investor's request and the Payment Amount for the Structured Products Investment/-i shall be subject to and determined in accordance with Clause 7 above.

**10. Conflict of Interest**

- 10.1 The Bank is part of a large financial group and acts simultaneously for a large number of clients, as well as for its own account. As such, conflicts of interest cannot be completely avoided. Accordingly, the Investor acknowledges that the Bank and its/their affiliates or clients may:
- (a) effect transactions for the Investor through an agency of and/or with a counterparty which is a related organization or a person otherwise associated with it/them;
  - (b) have a position or a direct or indirect interest in the Structured Products Investments/-i; or
  - (c) have bought or sold the Structured Products Investments/-i as principal or for its/their other clients. The Bank or their affiliates and clients shall not be liable to account or specifically disclose to the Investor any profit, charge or remuneration made or received from any such transaction or other connected transactions.
- 10.2 The services provided by the Bank to the Investor are non-exclusive and the Bank shall be under no obligation to account to the Investor for any benefit received for providing investment services to others or to disclose to the Investor any fact or thing which may come to the notice of the Bank or any of its/their personnel, in the course of providing services to others or in any other capacity or in any manner whatsoever otherwise than in the course of carrying out its/their duties hereunder.

**11. Foreign Currency**

- 11.1 Any foreign currency, being a currency (or sub-unit of any currency) other than Ringgit Malaysia, in an Account may (together with any sums in the same foreign currency deposited by other clients) be invested by the Bank in the Structured Products Investments/-i agreed by the Investor provided the Investor has opened a foreign currency account with the Bank.
- 11.2 The Bank's obligation to make payment in foreign currency shall be conditional upon the availability of such foreign currency and subject to commission charges to be determined by the Bank from time to time.
- 11.3 Unless otherwise agreed, every payment received or made for an account in a currency other than that of the Account may be converted by the Bank, in its discretion, into or from the currency of the Account at the Bank's then prevailing rate of exchange. Any foreign exchange loss, charges or expenses shall be borne by the Investor.

**12. Joint Accounts**

- 12.1 Unless the Bank agrees otherwise in writing, if an account is opened in the name of more than one person, it shall be a joint account with right of survivorship and each such person ("Joint Account Holder") shall be jointly and severally liable for all obligations in respect of the joint account. The liability of each Joint Account Holder shall not be discharged or affected in any way by the death, incapacity, bankruptcy or liquidation of the other Joint Account Holder.

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- 12.2 Notwithstanding the above, in the event of death of a Joint Account Holder, the Bank may restrict or refuse to permit operation of the joint account until it has received such evidence that any estate duty or other duty or tax payable on such joint account has been paid and/or to initiate interpleader proceedings in the event of any conflicting claim.
- 12.3 Remittances received in favour of a Joint Account Holder alone may be credited to the joint account unless the Bank has received contrary instructions.
- 12.4 The provisions herein shall govern the legal relationship between the Joint Account Holders and the Bank exclusively, irrespective of the internal relationship between the Joint Account Holders themselves or their successors.

### 13. Partnership Accounts

- 13.1 In the event of any person ceasing to be a partner by death, incapacity, retirement, bankruptcy or otherwise and whether or not notice of such cessation shall have been received by the Bank, the Bank shall be entitled to treat the surviving or continuing partner(s) as having full power and authority to carry on business of the partnership firm and deal with all its assets as freely as if there had been no change in the partnership and anything done pursuant to the instruction of such surviving or continuing partner(s) shall be conclusively binding on all persons concerned.

### 14. Company Accounts

- 14.1 The Structured Products Investments/-i invested by an Investor which is a company shall be authorized by the company's board of directors' resolution approving the company to enter into and invest in the Structured Products Investments/-i, appointing and authorizing authorized signatories to execute this Terms & Conditions and all other forms and documents required for the investment in the Structured Products Investments/-i and appointing and authorizing an authorized representative to deal with the Bank in relation to the Structured Products Investments/-i.

### 15. Powers of the Bank

- 15.1 The Bank is authorized (but not obliged) to exercise the following powers in its discretion without prior reference or notice to the Investor: -
- to comply with all relevant laws, rules, regulations and by-laws of any regulatory authorities in respect of any of the Structured Products Investments/-i;
  - to use the services of any agent of the Bank's choice (on such terms as the Bank considers appropriate, including terms which allow the agent to sub-delegate the performance of some or all of the agent's duties); and
  - where monies are payable in respect of any of the Structured Products Investments/-i in more than one currency, to collect them in such currency and/or to convert them in such currency as the Bank may in its discretion determine; to take any action as the Bank shall think fit in relation to the Structured Products Investments/-i.

### 16. Representation, Warranties and Undertakings

- 16.1 The Investor represents and warrants to the Bank as follows: -
- if the Investor is a corporation, that the Investor is duly incorporated and is validly existing under the laws of its country of incorporation and has full power, authority and legal right to own its property and assets and to carry out its business and to execute and accept this Terms & Conditions;
  - that the Investor has full power, authority and legal right to open and maintain the Account and to invest in the Structured Products Investments/-i and has taken or obtained all necessary action and consents to authorize the Investor's investment in the Structured Products Investments/-i, to accept and be bound by this Terms & Conditions and to perform the Investor's obligations in respect hereunder in accordance with all applicable laws, regulations, constitutional documents and internal policies;
  - that this Terms & Conditions constitute legal, valid and binding obligations of the Investor enforceable against the Investor in accordance with this Terms & Conditions;
  - that no litigation, arbitration or administrative proceeding is currently taking place or pending or threatened against the Investor or the Investor's business or assets;
  - that the opening and maintenance of the Account, the investment in the Structured Products Investments/-i and the performance of the Investor's obligations under this Terms & Conditions will not contravene any law, regulations, rules, codes, customs and usages applicable to the Investor or constitute a breach of any of the Investor's other contractual obligations or constitute market misconduct by the Investor [(including without limitation insider dealing or notwithstanding the existence of any relationship or connection (if any) between the Investor (or any of its beneficial owners, where applicable) and the company underlying any Structured Products Investment/-i)];
  - each Structured Products Investment/-i is invested by the Investor as principal and not as agent or in any other capacity, fiduciary or otherwise and for the purpose of managing the Investor's Structured Products Investments/-i or in connection the Investor's investment portfolio, or line of business and not for purposes of speculation;
  - the decision to invest in the Structured Products Investments/-i is based on the Investor's own assessment and judgment without relying on any material provided or advice given by the Bank or its representative;
  - the amounts invested in any Structured Products Investment/-i are funds derived from legitimate sources and are not related in any way directly

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or indirectly, to any unlawful activities criminalized under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA"); and

- (i) the Investor accepts all risks arising from the Bank being authorized to accept and act on telephone, facsimile or other types of electronic (as agreed by the Bank) instructions; the above representations and warranties shall be deemed repeated on a continuous basis for so long as the Investor invests in the Structured Products Investments/-i with the Bank.

16.2 The Investor agrees and undertakes with the Bank as follows: -

- (a) to effect all stamping, filing or registration of all documents which may be required under the laws of any relevant jurisdiction;
- (b) to forthwith furnish such financial information to the Bank as it may request from time to time;
- (c) to immediately inform the Bank of any changes to the above representations and warranties or in the event that such representations and warranties are no longer accurate or correct;
- (d) on request by the Bank, to do or procure the doing of all such acts and things and execute or procure the execution of all such instruments and documents as the Bank may in its discretion consider necessary or desirable for giving the full effect to this Terms & Conditions or for securing to the Bank the full benefits of all rights, powers and remedies conferred upon the Bank pursuant to this Terms & Conditions; and
- (e) to assume responsibility for any disclosure of interest required under any applicable law, rules codes and regulations.

16.3 The Investor is aware that the Bank relies on the Investor's representations and warranties herein in entering into any Structured Products Investment/-i with the Investor.

## 17. Indemnity

17.1 The Bank shall not, in any event, be liable for indirect, consequential or special damages of any nature for any reason whatsoever in connection with any Structured Products Investments/-i whether or not informed of any facts or circumstances relating to an Investor, or for any loss, actions, proceedings, claims or demands in relation to the Structured Products Investments/-i or the performance of services hereunder, unless there is gross negligence, willful misconduct, willful default or fraud by RHB.

17.2 Unless expressly provided otherwise, the Bank and its directors, officers, employees and agents do not act and have no duty to act as the Investor's trustee or fiduciary and the Bank or such persons shall not be regarded as the Investor's trustee or fiduciary whether by virtue of the Structured Products Investments/-i or this Terms & Conditions or otherwise.

17.3 Neither the Bank nor any of its directors, officers, employees or agents shall be liable to the Investor for any expense, loss or damage suffered by or occasioned to the Investor by reason of (save and except where such expense, loss or damage suffered or incurred is attributable to RHB's gross negligence, willful misconduct, willful default or fraud):

- (a) any action taken or omitted to be taken by any of them in connection with the Structured Products Investments/-i or this Terms & Conditions including any delay or non-execution of the Investor's orders arising from any circumstances whatsoever including systems malfunction;
- (b) unauthorized use or forging of any authorized signature;
- (c) the investment in the Structured Products Investments/-i and/or other documents under this Terms & Conditions;
- (d) the closing of the Account or unwinding of the Structured Products Investments/-i, for whatever reason;
- (e) any unavailability of funds credited to any account due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond its control, in which circumstances neither the Bank nor any of its branches, subsidiaries or affiliates or their respective directors, officers, employees or agents shall be responsible therefore.

17.4 The Investor shall indemnify the Bank in full against all actions, proceedings, claims or demands which may be taken or made against or suffered by the Bank and any costs and expenses, losses (including foreign exchange losses), present or future taxes, legal fees, out of pocket expenses including without limitation stamp duties incurred in connection with the opening and maintenance of the Accounts and the investment in the Structured Products Investments/-i, and other liabilities which may be incurred by the Bank in connection with the Structured Products Investments/-i or this Terms & Conditions, unless the same was caused by or arose from the gross negligence, willful misconduct, willful default or fraud of RHB.

17.5 In consideration of the Bank agreeing to accept instructions from time to time from the Investor (or his authorized signatories) by facsimile transmission or e-mail, the Investor (or his authorized signatories) agrees to indemnify the Bank against any and all losses, claims, proceedings, damages, costs and expenses (including legal costs) howsoever incurred or sustained by the Bank arising out of or in connection with any facsimile communication or e-mail from or purportedly for the Investor (or his authorized signatories). The Investor agrees that the Bank is under no obligation to verify the authenticity of the facsimile transmission or e-mail.

17.6 For the avoidance of doubt, this Clause 17 shall not be construed to limit the Bank's liability to a greater extent than permitted by law or in cases of actual fraud or personal injury or death due to the Bank's negligence.

## 18. Other Terms

18.1 **Market Disruption Event:** If the Bank determines the occurrence or existence of a Market Disruption Event which affects a Structured Products Investment/-i, then in respect of such Structured Products Investment/-i, the Valuation Date shall be the first succeeding Exchange Business Day on which there is no Market Disruption Event, unless there is a Market Disruption Event on each of the fifth (5<sup>th</sup>) Exchange Business Days or such other number of days as stipulated in the Master Term Sheet and/or the Confirmation immediately following the original Valuation Date. In that case, the fifth (5<sup>th</sup>) Exchange Business Day or such other day as stipulated in the Master Term Sheet and/or the Confirmation shall be deemed to be the Valuation Date, notwithstanding the Market Disruption Event. The Bank shall, then determine in good faith the estimate of the price of the Reference

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Derivative that would have prevailed but for that Market Disruption Event as of the Valuation Time on that fifth (5<sup>th</sup>) Business Day or such other day as stipulated in the Master Term Sheet and/or the Confirmation.

**18.2 Extraordinary Events:** Upon the occurrence of any Extraordinary Event, the Bank shall have the discretion to determine any adjustments or action (including early termination of a Structured Product Investment/-i) necessary in relation to Structured Product Investments/-i affected by the Extraordinary Event. Such adjustments or actions may include (without limitation) altering or varying any Interest/Profit payable in respect of a Structured Product Investment/-i, the underlying reference assets or formula or method of computation of any Interest/Profit, currency, tenor or other specifications of one or more Structured Product Investments/-i, or the suspension of services provided under this Terms & Conditions or closure of Investor's Account or otherwise. The Bank will notify the Investor of any action it takes and provided such action is undertaken in good faith, any such adjustment or action shall be binding on the Investor and the Investor shall be liable for all losses, damages, costs, charges and/or expenses incurred by the Bank as a result of such action or adjustment (save and except where such loss, damage, cost, charge or expense suffered or incurred is attributable to RHB's gross negligence, willful misconduct, willful default or fraud).

"**Extraordinary Event**" means any event which the Bank in good faith believes may have a material adverse effect on (i) it or (ii) its rights in relation to any Structured Product Investment/-i and shall include without limitation any form of exchange control restriction or requirement of whatsoever nature affecting the availability, convertibility, credit or transfers of currencies, commodities, securities, financial instruments or funds, any form of debt or other moratorium on any relevant jurisdiction, person or entity, any devaluation, redenomination or demonetization or the underlying currencies, commodities, securities or instruments of any Structured Products Investment/-i and/or any form or restriction or requirement which in the Bank's good faith and opinion adversely alters or changes the rights or obligations upon which the Bank accepted and effected the placement of such Structured Product Investment/-i.

**18.3 Set-Off and Lien:** Notwithstanding any provisions herein and in addition to any rights of set-off the Bank may have as a matter of law, under these Terms and Conditions or otherwise, the Bank may, with seven (7) calendar days' prior written notice given to the Investor combine, consolidate or merge all or any of the Investor's accounts with any liabilities to the Bank and may set off or transfer any sum standing to the credit of any such accounts or set off or counter claim against any assets of the Investor in the possession of the Bank or any of its affiliates or subsidiaries at any branch or office to the full extent of all amounts payable by the Bank thereunder in or towards satisfaction of any of the Investor's liabilities to the Bank under the Structured Products Investments/-i, and may do so notwithstanding that the balances on such accounts and the liabilities or assets concerned may not be expressed in the same currency and the Bank is hereby authorized to effect any necessary conversions at the Bank's own rate of exchange then prevailing or at such rate of exchange then available to the Bank. The Bank may at any time without prior notice to the Investor retain the balance of any Account together with any accrued interest/profit and any other fees payable thereon pending settlement of any amounts by the Investor in relation to any Structured Product Investment/-i of the Investor held with the Bank. Nothing in this Terms & Conditions will be treated as constituting any restriction or waiver of any rights of set-off, combination or lien to which the Bank is or may at any time be entitled by law.

**18.4 Currency Indemnity:** If any amount due from the Investor or any order or judgment is given or made in relation to or in connection with this Terms & Conditions and/or the Structured Products Investments/-i and each Structured Products Investments/-i has to be converted from the currency in which is payable by the Investor (the "due currency") into another currency (the "other currency") for the purpose of making or filing a claim or proof against the Investor, obtaining an order or judgment in any court or other tribunal or enforcing any order or judgment given or made in relation to or in connection with this Terms & Conditions and/or the Structured Products Investments/-i, the Investor shall, as a separate independent debt, indemnify and hold harmless the Bank from and against any loss suffered as a result of any difference between the rate of exchange used to convert the sum in question from the due currency into the other currency and the rate or rates of exchange at which the Bank may in the ordinary course of business purchase the due currency with the other currency upon receipt of a sum paid in satisfaction, in whole or in part, of such order, judgment, claim or proof.

**18.5 Change of Circumstances:** If the Bank determines that because of political, economic, military, legislative, fiscal or other circumstances, it appears to be in the Investor's or the Bank's best interest (as determined by the Bank in its discretion), the Bank may (but is not obliged to), with notice to the Investor, take actions to appoint a successor in another jurisdiction, transfer the Structured Products Investments/-i to another jurisdiction, change the governing law(s) of this Terms & Conditions or terminate the Structured Products Investments/-i at the Investor's cost or take any other actions that the Bank considers expedient.

**18.6 Terms Only Enforceable Against the Bank in Malaysia:** Unless the Bank otherwise consents, all credit balances (whether in Ringgit Malaysia or foreign currency) in the Account shall be repayable only at branches of the Bank in Malaysia and all the Investor's rights shall be enforceable only against the Bank in Malaysia. Neither the head office nor any other office or branch or any other affiliate of the Bank shall assume liability for repayment of monies invested with or any obligation assumed by the Bank and Investor shall have no right of recourse against, or set-off against assets of the Bank outside Malaysia.

**18.7 Negative Pledge:** The Investor shall not in any way encumber, charge, declare a trust over, assign or transfer all or any of the Structured Products Investments/-i, rights, interest or benefit in or to any Account kept in the custody of the Bank without the Bank's prior written consent. The Bank may assign and transfer all or any of its rights and obligations as stated herein without the Investor's prior consent.

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- 18.8 Use of Advisers:** In all matters relating to its provision of services under this Terms & Conditions, the Bank may act on the opinion or advice of the Bank's advisors (legal, financial or otherwise) and shall not be responsible for any consequence of acting or not acting in accordance therewith.
- 18.9 Severability:** If at any time any of the provisions of this Terms & Conditions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of such provision under the law of any other jurisdiction and of the remaining provisions of this Terms & Conditions shall not be affected or impaired. Each of the Bank's rights, powers, privileges and/or remedies contained in this Terms & Conditions shall continue in full force and effect until and unless specifically amended or waived in writing by the Bank.
- 18.10 No Waiver of Rights:** No failure to exercise and no delay in exercising on the part of the Bank any right, power or privilege under this Terms & Conditions shall impair such right, power or privilege or operate as a waiver thereof nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 18.11 Remedies Cumulative:** The rights, power, privileges or remedies provided in the Terms and Conditions are cumulative and are not exclusive of any rights, power, privileges or remedies provided by law.
- 18.12 Successors:** This Agreement shall be binding on and enures to the benefit of the Bank and the Investor and their respective heirs, estates, executors, personal representatives, successors in title and permitted assigns.
- 18.13 Amendment:** The Bank may vary or amend this Terms & Conditions, with twenty-one (21) calendar days prior written notice at any time at the Bank's discretion and where material, may notify the Investor of such variations or amendments whether in writing at the address provided by Investor to the Bank or email, by post or by publishing such variation or amendment on the Bank's website, whichever is deemed appropriate by the Bank in its discretion. Such variations and/or amendments shall be deemed to have effect and be binding on the Investor on such date as the Bank may stipulate. Such variations and/or amendments shall be binding on the Investor regardless of whether or not the Investor has received actual notice of the variations and/or amendments and if the Investor continues to transact in or invest in the Structured Products Investments/-i after such notification, the Investor shall be deemed to have agreed to all the variations and/or amendments.
- 18.14 Governing Law and Jurisdiction:** This Terms & Conditions and all relations between the parties shall be governed by and construed in accordance with Malaysian law. The Investor irrevocably submits to the exclusive jurisdiction of the Malaysian courts in all matters pertaining thereto.
- 18.15 Notices and Demands:**
- 18.16.1** Any information relating to the Structured Products Investments/-i and this Terms & Conditions shall be deemed to have been given by the Bank in any of the newspapers, displaying at the Bank's branches or automated teller machines, posting on the Bank's website, electronic mail or letter or such other means as the Bank may determine in its discretion.
- 18.16.2** Any notice or communication or demand to be given by the Bank to the Investor shall be conclusively deemed to have been received (notwithstanding that such notice may not in fact be received by the Investor): (i) in the case of delivery by person, at the time of delivery to any address provided by the Investor or such other address the Investor may notify to the Bank from time to time; (ii) in the case of ordinary or registered post, two (2) days after the date of posting or where posted to an address outside Malaysia, five (5) days after the date of posting, to any address provided by the Investor or such other address the Investor may notify to the Bank from time to time; and (iii) in the case of facsimile to a facsimile number provided by the Investor or such other facsimile number the Investor may notify to the Bank from time to time; (iv) in the case of electronic mail to the electronic mail addressed provided by the Investor or such other electronic mail address the Investor may notify the Bank from time to time; or (v) in the case of a posting on the Bank's website, on the date of such posting.
- 18.16.3** Where the Investor consists of more than one person, a notice sent by the Bank to any one of the persons in whose names or names the Account is opened or the Structured Products Investments/-i are invested in accordance with this Terms & Conditions will be deemed to be sufficient and valid notice to all persons in whose name or names the Account is opened or Structured Products Investments/-i are invested.
- 18.16 Instructions:** The Investor agrees that his (or his authorized signatories) instructions shall be at his own risk and the Bank may at its discretion decide to treat such instructions and the signature or mark (if any) as being true and correct and as having emanated from the Investor without further verification and the Investor (or his authorized signatories) shall have no claim whatsoever against the Bank for exercising its discretion to act on such instructions. Without prejudice to the foregoing, the Investment acknowledges that the Bank is subject to the obligations of a reposting institution under the AMLA and shall, promptly at the request of the Bank provide further verification of such instructions and the Bank shall not be liable for any losses, damages, costs or expenses whatsoever arising from its failure to act on the instructions pending receipt by the Bank of the verification of the instructions in a manner and form satisfactory to the Bank. The Bank shall not be liable for acting in good faith upon any instruction notwithstanding that it is subsequently shown that the instruction was not given by the Investor (or his authorized signatories) or for any misunderstanding or for any error, loss or delay resulting from the use of postal services, facsimile transmission devices or any other equipment for

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other forms of electronic communication. The Bank may record electronically any conversation between the Investor (or its authorised signatories) and the Bank and may, in its discretion, maintain copies or such recordings or transcripts although it is not obliged to or may erase or destroy the same from time to time. By entering into any Structured Product Investment/-i with the Bank, the Investor (and his authorised signatories) hereby unconditionally and irrevocably consents to such recording and to the production of such recordings or transcripts or the same as evidence in any proceedings including but not limited to legal proceedings.

- 18.17 **Assignment:** (a) The Investor shall not assign or transfer any of the Investor's rights, interest, power or obligations under the Account or any Structured Products Investment/-i or this Terms & Conditions. (b) This Terms & Conditions shall operate for the benefit of the Bank and its successors and assigns, notwithstanding any change by way of amalgamation, consolidation or otherwise in constitution of the Bank or any such successor or assign. The Bank may assign or otherwise transfer all or any of its rights, interest, powers or obligations under this Terms & Conditions, any Account and Structured Product Investment/-i and may deliver the same to the transferee(s) who shall thereupon become vested with all the rights interests and powers in respect thereof which were formerly vested in the Bank. The Bank shall be released and discharged from any liability or responsibility in respect of the rights, interest, powers or obligations so transferred but shall retain all its rights, interest, powers or obligations not transferred.
- 18.18 **Force Majeure:** (a) The Bank shall not be liable if it is prevented or hindered from carrying out its obligations to the Investor by reason of any caused beyond the Bank or the Agent's reasonable control, including any change in applicable law, expropriation, moratorium, exchange restriction or any other act or threat of governmental or other authority, war, act of terrorism, civil disturbance, fires, labour disputes, epidemics, riots or acts of God. (b) In the event of any limitation on use of unavailability or non-payment of funds due to exchange restrictions, inconvertibility or any other cause beyond the control of the Bank, the Bank may discharge its obligations by paying the Investor or the Investor's order such funds at any time (whether before, on or after maturity) and in any currency as the Bank may determine in its discretion.
- 18.19 **Tax:** The Investor shall be liable for the payment of any tax applicable on the Interest/Profit and/or the Principal Amounts including any goods and services tax (or such other tax of similar nature) or any other tax required by law whether in or outside Malaysia to be paid by the Bank in respect of any Structured Product Investment/-i and/or any amount in any Accounts in relation thereto.
- 18.20 **Certificates:** The Bank's certificate as to the Payment Amount or any amount of any sum payable by the Bank or to the Bank pursuant hereto shall be conclusive save in the case of manifest error. Notwithstanding the foregoing, the Bank hereby reserves the right to correct any errors in any such certificate.
- 18.21 **Confidentiality:**
- (a) The Bank shall keep confidential (subject to disclosure permitted or required under applicable laws and regulations) all information concerning the Account, the Structured Products Investments/-i and the Investor.
  - (b) The Investor hereby expressly irrevocably consent and authorizes the Bank to furnish all relevant information relating to or arising from or in connection with the Account, the Structured Products Investments/-i and the Investor to such other authority or body established by Bank Negara Malaysia and/or the Securities Commission and/or the Bursa Malaysia or such other authority having jurisdiction over the Structured Products Investments/-i or the Bank or anybody or authority or party to whom the Bank is associated with or to a potential assignee or other person proposing to enter into contractual arrangements with the Bank when requested to do so at any time and from time to time by the relevant person and for the purpose of Financial Services Act 2013/Islamic Financial Services Act 2013, the Investor hereby irrevocably consents to such disclosure and confirms that the Bank shall be under no liability for furnishing such information whether before, on or after the date of the Investor's investment in the Structured Products Investments/-i.
- 18.22 **Risk Disclosure Statement:** The Investor accepts all risks arising from its investment in the Structured Products Investments/-i, including without limitation to any loss suffered as a result of investment in the Structured Products Investments/-i. The Investor's attention is drawn to and the Investor acknowledges that it has read and fully understood the Risk Disclosure Statement.
- 19. Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (Act 613) ("AMLA")**  
The customer hereby: -
- 19.1 **Represents and warrants to, and undertakes with, the Bank that: -**
- (a) You have not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
  - (b) You have not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;
  - (c) You have not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence; and

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- (d) You have not concealed, disguised or impeded, and shall not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;
- (e) You will at all times comply with the Regulatory Requirements (as defined below in Clause 19.2 below);
- (f) You will be fully liable if found to have contravened the Regulatory Requirements (as defined below in Clause 19.3) causing legal repercussion to the Bank due to its actions; and
- g) You understand that any breach(es) due to AMLA and sanction requirements are non-negotiable.

In this respect: -

**“instrumentalities of an offence”** means: -

- a) any thing which is used in, or in connection with, the commission of any unlawful activity; or
- b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,

whether the thing or property is situated within or outside Malaysia.

**“proceeds of an unlawful activity”** means any property, or any economic advantage or economic gain from such property, within or outside Malaysia:-

- a) which is wholly or partly: -
  - (i) derived or obtained, directly or indirectly, by any person from any unlawful activity;
  - (ii) derived or obtained from a disposal or other dealings with the property referred to in subparagraph (i); or
  - (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in subparagraph (i) or (ii); or
- b) which, wholly or partly, due to any circumstances such as its nature, value, location or place of discovery, or to the time, manner or place of its acquisition, or the person from whom it was acquired, or its proximity to other property referred to in subparagraph (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of subparagraph (a)(i), (ii) or (iii);

**“property”** means: -

- a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or
- b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller’s cheques, bank cheques, money orders, capital market products, drafts and letters of credit,

whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;

**“unlawful activity”** means: -

- a) any activity which constitutes any serious offence or any foreign serious offence; or
- b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence;

regardless whether such activity, wholly or partly, takes place within or outside Malaysia;

**“serious offence”** means: -

- a) any of the offences specified in the Second Schedule of AMLA;
- b) an attempt to commit any of those offences; or
- c) the abetment of any of those offences;

**“transaction”** includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another;

#### 19.2 Acknowledges and agrees with the Bank that: -

- a) the Bank is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013/Islamic Financial Services Act 2013, to which the Bank as a licensed financial institution/Islamic financial institution may from time to time be subject to (collectively, “Regulatory Requirements”);
- b) the Bank shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
- c) if the Bank is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for the Bank to approve the Agreement or to grant or make available of, or to disburse any funds under, the Agreement, has occurred or arisen, or the approval

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of the Agreement or the granting or making available of, or the disbursement of any funds under, the Agreement would contravene any of the Regulatory Requirements (in whole or in part), including without limitation the Bank's receipt of any alert or positive name match from the relevant checks conducted on the Customer and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier to whom any funds under the Agreement is to be disbursed) by the Bank pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Agreement, the Bank shall, at any time by giving not less than 14 working days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to: -

- (i) suspend the Account(s), and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/or
- (ii) cancel/close the Accounts and terminate its relationship with the Customer, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.

If the Account(s) opening application and/or operations of the Account(s) is cancelled/ terminated by the Bank pursuant to their compliance to Regulatory Requirements: -

- (i) no utilisation or further utilisation under the Account(s) and / or the operations of the accounts shall be allowed; and
  - (ii) the Bank shall be entitled to exercise all or any of its rights and remedies available to it under the Terms & Conditions, the applicable laws or otherwise;
- d) You shall provide all such documents and information as the Bank may require (at all times during the term of the business relationship) for the purposes of complying with the Regulatory Requirements;
  - e) The Bank shall be entitled to stop all services to be performed and received under the Account(s), until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.

**19.3 Undertakes and agrees with the Bank that: -**

- a) you will at all times observe with the Bank's steps in undertaking their obligations towards complying with the Regulatory Requirements;
- b) you will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to the Bank due to its actions; and
- c) you understand that any breach(es) due to AMLA and sanction requirements are non-negotiable.

I/We confirm and acknowledge the potential risks in relation to the Structured Product Investments/-i and I/we have received a current copy of, read and fully understood the terms and conditions contained in this Terms & Conditions, the Risk Disclosure Statement, the Product Highlights Sheet, the Master Term Sheet, and all other documents, forms and mandates required by the Bank and executed by me/us and that I/we have conducted my/our own independent investigation on Structured Product Investment/-i and relied on my/our own judgment in entering into the Structured Product Investment/-i.

I/We further undertake that prior to investing into any Structured Product Investment/-i, I/we will have read and fully understood: -

- (a) The Product Highlights Sheet and all other brochures, annexures and supplements pertaining to the Structured Product Investments/-i; and
- (b) The nature of the investment and the terms and conditions governing the Structured Product Investments/-i;

I/We hereby confirm that we have read, understood and accept the above Terms & Conditions which will govern my/our investments in the Structured Products Investments/-i.

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**RISK DISCLOSURE STATEMENT – STRUCTURED PRODUCT INVESTMENT/-i**

This Risk Disclosure Statement seeks to provide the Investor with a brief outline of some but not all of the risks associated with investing and trading in Structured Product Investments/-i linked to a Reference Derivative and any such other Structured Product Investments/-i approved by Bank Negara Malaysia and the Securities Commission which the Bank may offer from time to time. The Risk Disclosure Statement must be read together with the Terms & Conditions, the Master Term Sheet, the Product Highlights Sheet, the Confirmation and any other documents, forms and mandates required by the Bank and executed by the Investor. Terms used in this Risk Disclosure Statement shall have the same meaning as defined in the Terms & Conditions.

An Investor should not enter into/invest in a structured product investment/-i unless the Investor fully understands:

- (a) The nature and fundamentals of the product and the market underlying such product;
- (b) The extent of the economic risk to which the Investor is exposed as a result of the investment and has determined that such risk is suitable for the Investor in light of the Investor's specific experience in relation the specific investment and the Investor's financial objectives, circumstances and resources;
- (c) The legal terms and conditions of the documentation for the investment;
- (d) The income tax treatment of the investment (which can be complex); and
- (e) The regulatory treatment of the investment.

**General Risks**

Various risks are associated with investing in Structured Product Investments/-i which are structured by combining a deposit/investment with one or more financial instruments, including one or more Reference Derivative which **carries a high degree of risks and may not be suitable for many members of the public**. Each Structured Product Investment/-i has its own risk profile and given the unlimited number of possible combinations, it is not possible to detail in this Risk Disclosure Statement all the risks which may arise in any particular case. As such, prior to engaging in the Structured Product Investments/-i, the Investor should fully understand the nature of the particular Structured Product Investment/-i and the inherent risks involved. These risks include but are not limited to the following.

**Price and Market Risks**

1. The prices, rate, index or movement in value of a Reference Derivative are subject to the risks of market fluctuations or other factors including without limitation political, economic, monetary conditions, business environment, investor sentiment and consumer confidence.
2. Because prices and features or characteristics of a particular over-the-counter Reference Derivative are often bilaterally negotiated with counterparty, there may be no central source for obtaining prices and there can be inefficiencies in the pricing of such Reference Derivatives. The Bank makes no representation or warranty that its prices will always be the best prices available to the Investor.
3. Under certain circumstances, the specifications of outstanding contracts may be modified by an exchange or clearing house to reflect changes in the underlying interest.
4. Trading on one electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems.
5. In effecting an off-exchange transaction, the Bank may be acting as the Investor's counterparty. Off-exchange transactions may be less regulated or subject to a separate regulatory regime, compared to on-exchange transaction. Before the Investor undertakes such transactions, the Investor should familiarize itself with the applicable rules and attendant risks.

**Country Risks**

6. Transactions on markets in other jurisdictions, including markets linked to a domestic market, may be subject to rules which may offer different or diminished investor protection. Before the Investor invests, the Investor should carefully read and understand about any rules relevant to the Investor's particular investment. The Malaysian local regulatory authority will be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where the Investor's investments have been effected. The Investor should consult professional advisers for details about the types of redress available in both Malaysia and other relevant jurisdictions before any investment is made.
7. Any imposition by a country of exchange controls or other limitations or restrictions may cause payments to be made in the local currency instead of the original invested currency or may result in the inability to effect outward remittances of funds from such country, which can affect the value of the Structured Product Investments/-i or the Investor's ability to enjoy its benefit.

**Liquidity and Market Disruption**

8. Structured Product Investments/-i are tailor made instruments and the resulting package may not have similar characteristics as other financial instruments. The integrated nature of the Structured Product Investments/-i results in instruments that are relatively illiquid and the Structured Products Investments/-i may or may not be in the form of a transferable instrument or investment. There may not be a secondary market for the Structured Product Investments/-i and the Structured Product/-i may not be readily sold or transferred to a third party. The Investor may not in any

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event be permitted to transfer or assign its interest in the Structured Product Investments/-i without consent. The absence of a secondary market for Structured Product Investments/-i means that the only option for Investors who wish to redeem or terminate a Structured Product Investments/-i prior to its maturity will be to use the early redemption arrangements for the investment, if any, as specified in the Master Term Sheet or maintain the Structured Product Investment/-i until maturity. The amount payable to an investor on early redemption of a Structured Product Investment/-i may be substantially less than the amount originally invested. Accordingly, Structured Product Investments/-i are suitable only for investors who do not require liquid investments and who have the intention and ability to invest in and held to maturity, medium to long term investment products.

9. Adverse market conditions may result in the Investor not being able to effect the transactions, liquidate all or part of the Structured Product Investments/-i, assess a value or the Investor's exposure or determine a fair price, as and when the Investor requires. This may also arise from the rules in certain markets (for example, the rules of a particular exchange may provide for "circuit breakers" where trading is suspended or restricted at times of rapid price movements).
10. The normal pricing relationship between a Reference Derivative and the underlying assets may not exist in certain circumstances. For example, this can occur when a futures contract underlying an option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair" value.

#### Currency Risks

11. Fluctuations in foreign currency exchange rates will have an impact on the Investor's profit and loss where an Investment involves a foreign currency element or where the Investor carries on its ordinary business or keeps its accounts in a currency other than the original currency in which the Structured Product Investment/-i is denominated.

#### Credit Risks and Legal Risks

12. The payment of any Return (if any) is dependent on the credit standing of the Bank. The Investor should be aware that the Structured Product Investments/-i are not deemed to be deposits of the Bank but are unsecured liabilities of the Bank.
13. Structured Product Investments/-i are not guaranteed by the Bank or by its affiliates or subsidiaries, and are subject to the risks of the Bank making good, valid, or timely delivery or payment to the Investor. The investor should also familiarize himself with the protection accorded to any money invested for domestic and foreign transactions. The extent to which the Investor may recover his money may be governed by specific legislation or local rules.
14. The Investor must be certain that, by investing in the Structured Product Investments/-i, the Investor is not breaching any legal provisions or ruling that may apply to the Investor which may prevent the Investor from investing in the Structured Product Investments/-i. The Investor must also be aware that the Bank is subject to various legal provisions and that the Bank's ability to perform under the terms of the Structured Product Investments/-i is dependent on the absence of any legal impediments and obstacles that may prohibit the Bank's discharge of its obligations under the Structured Product Investments/-i. The Structured Product Investments/-i are also issued subject to prevailing rules and regulations issued by the relevant regulatory authorities, which at this time comprises of Bank Negara Malaysia and the Securities Commission. The Bank will have to comply with any amendments to the prevailing rules and regulations including without limitation any requirement to cancel the Structured Product Investments/-i. Should such situation occur, the amount to be returned to the Investor (if any) will be determined at the discretion of the Bank acting in good faith. Such amount could be lower than the Principal Amount.
15. Foreign exchange regulations in some countries may also impose restrictions on the exchange and transfer of invested funds. The settlement of exchange traded transactions underlying the Reference Derivative in emerging markets may not meet the norms of the established financial centers. Due to the lack of clear, standardized regulations for settling or clearing, delays in booking or failed traders with corresponding losses may occur.
16. The reform of regulatory supervision and legislation in emerging markets may not always keep pace with developments in mature markets. Independent supervision of business practices, stock market dealings and issuers, may not be as developed as in more mature markets. Insufficient transparency means a greater likelihood of market-distorting influences. Moreover, not all countries have a mature legal system with transparent standards and precedents. The Investor in such instances may have no guarantee that they will be able to assert their rights before local courts.

#### Swaps and Options Risks

17. Structured Product Investments/-i may incorporate various types of financial swaps and/or options. Transactions in swaps and/or options may involve a high degree of risk and the value of such swaps and/or options is subject to a wide variety of market forces including without limitation the movement of the underlying asset, rate or index, the volatility of the assets, rates or indices and other considerations and may not be suitable for many members of the public. The Investor must be aware of the highly customized nature of swaps and/or options and the consequent illiquid nature of these swaps and/or options. Additionally, value of options contains time value, which declines as maturity of the option draws closer. The Investor is responsible for ensuring that the Bank receives adequate and timely instructions as to the exercise or abandonment of any swaps, options or the Structured Product Investment/-i itself unless automatic exercise of the swaps and/or option applies as provided under the terms of the Structured Product Investment/-i.

The risks associated with selling ("writing") an option are generally greater than purchasing an option. It is important that the Investor understands the risks to which the Investor would be exposed to if the Structured Product Investments/-i is structured to embed the sale of options by the Investor.

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The risks associated with entering into swaps could be non-linear and further embedded with optionality such as periodical right to terminate (see Call Risk). It is important that the Investor understands the risks to which the Investor would be exposed to if the Structured Investment Product/-i has such embedded swaps.

#### **Mismatch Risk**

18. Investors intending to invest in Structured Investments/-i to hedge against or manage any market or other risk to which the Investor is subject should recognize the complexities of utilizing Structured Product Investments/-i in this manner. For example, the value or term of the Structured Product Investment/-i may not exactly correlate with the value or term of the underlying risk to which the Investor is subject. Such prospective investors should ensure that the maturity and other terms and conditions of the Structured Product Investments/-i are carefully matched with the risks to which the Investor is seeking to hedge or manage. Failure to do so could result in a mismatch between the Structured Product Investments/-i and the risks being hedged and/or the need to early redeem or terminate the Structured Product Investment/-i.

#### **Prepayment and Commitment Risk**

19. The Tenor of each Structured Product Investment/-i is pre-determined and in the case of a Principal Protected Investment, the Principal Amount is only protected if held to maturity. The Investor is therefore undertaking to commit its invested funds for the entire Tenor of the Structured Product Investment/-i or until the Structured Product Investment/-i is recalled before the Maturity Date in line with any callable features. If the Investor needs to redeem or terminate the Structured Product Investment/-i before the Maturity Date, he/she may submit a request to the Bank in such manner as acceptable to the Bank. It is the Bank's discretion whether to agree to such requests with or without any additional conditions and, if so agreed, the Bank will, acting in good faith, calculate the sum to be returned to the Investor. Such calculations will have to factor in various costs in unwinding the Structured Product Investment/-i and these include the cost of funds in terminating/uplifting the Principal Amount and/or the cost of terminating, liquidating or re-establishing any hedge or trading position related to the embedded Reference Derivative along with any other fees and costs incurred in making such arrangements. Consequently, any early termination/withdrawal of the Structured Product Investment/-i by the Investor may result in receiving a Payout Amount lesser than the Principal Amount and in some cases may even be non-existent.

#### **Operational Risk**

20. The Investor needs to be aware that payment under the various Structured Product Investments/-i is dependent on the smooth functioning of a myriad of component parts. Any disruption to any of these parts, which could be caused by any number of factors, for example, market disruption or system interruption may cause delays beyond the control of the Bank. In addition, the Investor should be aware of the need to monitor the Structured Product Investments/-i and to take any follow-up action the Investor deems necessary when the Structured Product Investment/-i matures or when the Investor receives the Interest/Profit (if any).

#### **Counterparty Risk**

21. In hedging the Structured Product Investments/-i, the Bank enters into hedging transactions with various hedge counterparties. These transactions give rise to counterparty risk as the payments on the Structured Product Investments/-i depend on these transactions.
22. In the event of any counterparty default, the Bank reserves the right to replace the Reference Derivative with a similar Reference Derivative or to unwind any hedging transaction with the defaulting counterparty. In such instance, the Investor may be subject to but not limited to Prepayment and Commitment Risk such as Price and Market Risks as stated above.
23. The Investor should take note and understand from the Master Term Sheet and other product documents whether the Structured Product Investment/-i is protected by Perbadanan Insurans Deposit Malaysia.

#### **Call Risk**

24. Certain Structured Product Investments/-i may contain callable features which permit the Bank to terminate the Structured Product Investments/-i and to return the Investor's Principal Amount (if any) before the Maturity Date. Such right can only be exercised by the Bank in accordance with the Master Term Sheet and/or the Confirmation. The Investor should be aware that if the call is exercised by the Bank this will limit the Investor's ability to accrue interest/profit over the full term of the investment. The Investor should also be aware that upon a call and early return of the Investors investment, the Investor may not be able to obtain the same economic terms as the original Structured Investment Product/-i that was terminated by a call.

#### **Compensation Fund**

25. The Investor will not be covered by the compensation fund under section 159 of the Capital Markets and Services Act 2007 (CMSA) if the Investor suffers monetary loss as a result of a defalcation, or fraudulent misuse of moneys or other property, by a director, officer, employee or representative of the Bank.

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**Legal / Regulatory Risk**

26. The responsibility is on you to ensure that you are not in breach of any laws, regulations, contractual or other legal limitations to which you are subject. It is also your responsibility to ensure that you have the power, capacity and authority to make any or such investment in Structured Product Investment/-i and to execute all relevant documents in connection with such investment.
27. You should also be aware that the issuance and dealings in Structured Product Investment/-i is subject to all applicable laws, regulations and guidelines issued by the Securities Commission of Malaysia, Bank Negara Malaysia and other relevant authorities/regulatory bodies. Accordingly, any change or amendment to any of the applicable laws, regulations and guidelines may necessitate a change or amendment in the terms and conditions of or relating to the Structured Product Investment/-i including an earlier redemption.
28. You also have the responsibility to ensure that you fully understand the terms and conditions of the transactions to be undertaken pursuant to your investment in the Structured Product Investment/-i. You should familiarize yourself with and understand your rights and obligations and all the terms and conditions of any agreement, contract, confirmation or notices that you may enter into with RHB.

**This Statement does not necessarily disclose all the risks and significant aspects of investing in the Structured Product Investment/-i. The Investor is advised to study carefully the terms and conditions of the relevant investment and seek independent financial, tax, legal or other advice, as appropriate, before entering into any transaction.**

**DISCLAIMER**

This document is prepared for informational and general reference purposes only and is not to be construed as an offering document or solicitation or recommendation or offer to buy, sell or to enter into any enforceable transaction in relation to the Structured Products Investments/-.

While RHB has exercised due diligence and taken reasonable care in compiling the information contained in this document, RHB makes no representation or warranty as to the accuracy, completeness or correctness of the information (except in respect of any disclosure directly concerning RHB and unless such inaccuracy, incompleteness or incorrectness is attributable to RHB's gross negligence, wilful misconduct, wilful default or fraud), rationale, estimates or opinions expressed and/or contained in this document ("collectively referred to as **"the information"**).

All or any part of such information is also subject to change and may differ with the information held by other business or advisory parties. The information also does not take into account your (whether individual or corporate) specific investment objectives, financial and legal position and needs and risk tolerance levels. You are strongly encouraged to consult your own investment, financial, tax or legal advisers before making your own independent decisions regarding the information and any investment in Structured Products/-i referred to in this document.

RHB accepts no liability whatsoever for any loss arising from any investor's use or reliance on any or all of the information expressed and/or contained in this document (save and except where such loss is attributable to RHB's gross negligence, wilful misconduct, wilful default or fraud).

**DECLARATION**

I/We acknowledge and confirm each and every of the following: -

1. I/We have read and fully understood the information provided in this document and agree to abide to the terms and conditions of the investment in Structured Products/-i and any changes, amendments and additions that may be effected and notified in writing to me/us with twenty-one (21) calendar days' prior written notice with reason(s) from time to time (unless notified otherwise by me/us).
2. I/We have read and fully understood and accept the terms set out in the Risk Disclosure Statement, which have been explained to me/us.
3. I/we have been advised to consult my/our own investment, financial, tax or legal advisers before making my/our own independent decisions regarding the information and any investment in Structured Products/-i referred to in this document.
4. I/We am/are fully aware of the nature and extent of risks including potential risks and consequences arising from the nature of the investment and I/We am/are responsible for assessing the terms in this document and the implications of such terms (whether on my/our own accord or having sought independent advice) and shall not rely solely on any advice, opinion, representation or information expressed by RHB (and its related companies') directors and/or officers and employees and representatives.

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5. I/We have sufficient knowledge, experience and professional advice (whether on my/our own accord or having sought independent advice) to make an independent evaluation of the merits and risks and consequences and to make this decision to make this investment in Structured Products/-i.
6. I/We have also read and fully understand my/our rights and obligations in relation to my/our investment in Structured Products/-i.
7. I/We confirm that I/We have the power, capacity and authority to make this investment in Structured Products/-i and to enter into all relevant documents including agreements and contracts in connection with the investment in Structured Products/-i.
8. I/We authorise RHB, with seven (7) calendar days' prior written notice to me/us, to deduct from any of my/our accounts maintained with RHB or its related companies or associates, for any charges, costs or any amounts due and payable by me/us to RHB in relation to my/our investment in Structured Products/-i.
9. I/We undertake and shall indemnify RHB from and against all liabilities, costs, charges and expenses suffered or incurred by RHB whether directly or indirectly in relation to my/our investment including that caused by or resulting from an early termination (redemption) of all or part of my/our investment, save and except where such liabilities, costs, charges and expenses suffered or incurred is attributable to RHB's gross negligence, wilful misconduct, wilful default or fraud. In particular, I/We understand that the total amount repaid in such event of early termination at my/our request may be less than the principal or investment amount.
10. I/We confirm that all particulars and information which I/we have furnished to RHB and which are presently maintained in RHB's records at the time of my/our application and this declaration, are true, correct and accurate and RHB shall be entitled and may rely on the same. In this regard, I/we further confirm that I/we have not withheld any material particulars or information from RHB.
11. I/We give my/our consent to RHB to conduct independent verification and/or inquiries with the relevant authorities and/or credit reference agencies or any other relevant organisations whether in Malaysia or elsewhere, in respect of any or all of the particulars and information declared in this document.
12. I/We give our consent to RHB to disclose and/or share my/our particulars or information with its related companies, professional advisers and in compliance with any applicable laws, guidelines, directives or orders from authorities/regulatory bodies including the Inland Revenue Board Malaysia, for purposes of double taxation arrangements.
13. I/We agree that I/we shall not hold RHB liable in any proceedings (whether civil, criminal or otherwise) for the disclosure of any information in any suspicious transaction report made by RHB in good faith, nor for any delay and/or refusal by RHB in carrying out my/our instructions in the event deemed necessary by RHB. I/We further agree to abide and comply with any directives or orders which may be issued and imposed by the respective regulators, authorities and/or statutory bodies from time to time and further undertake to give the evidence and/or documentation required by RHB, the respective regulators, authorities and/or statutory bodies for the purpose of complying with the respective Anti-Money Laundering/Counter Financing of Terrorism legislation in the applicable jurisdiction where the transactions are to be executed from time to time.
14. I/We undertake to do the following to enable RHB to comply with the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and regulatory requirement/acts that are and that may be imposed from time to time.
  - (i) Declare that I/we will exercise due care to ensure my/our account(s) is not used in any way to facilitate fraudulent and/or unlawful activities;
  - (ii) Provide RHB with all relevant information and documents, as and when requested;
  - (iii) Allow RHB to:
    - Reject opening of any new account(s);
    - Close existing account(s) with prior written notice to me/us; or
    - Terminate the banking relationship with prior written notice to me/us if RHB finds that the operations of the account(s) fail the due diligence (or enhanced due diligence as the case may be) exercise conducted by RHB.

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**DECLARATION, ACKNOWLEDGEMENT AND AUTHORISATION**

1. I/We declare that I/we have read and fully understood the contents of this Declaration, Acknowledgment and Authorisation (“DAA”) and the terms and conditions under this document. I/We agree to be bound by the said DAA and the terms and conditions under this document (whichever relevant) and agree that RHB may from time to time, with twenty-one (21) calendar days' prior written notice with reason(s) to me/us, make and/or impose any amendments, variations or modifications to the DAA and the terms and conditions under this document (whichever relevant). Unless I/we notify RHB in writing during the notice period that I/we disagree with such amendments, variations or modifications or in the event I/we continue with my/our investment with RHB, I am/We are deemed to have agreed to such amended, varied or modified DAA and terms and conditions under this document (whichever relevant). /We further declare that I/we have read and fully understood the contents of the Risk Disclosure Statement to this document and the respective documents attached to this document, which have been explained to me/us.
2. I/We declare that I/We have read and understood the RHB Privacy Notice and general AMLA clauses, copies which have been given to me/us. General AMLA clauses can also be viewed via RHB website.
3. I/We declare that I am/we are over eighteen (18) years old and that I/we have not been adjudicated or declared a bankrupt and have not committed an act of bankruptcy and have no knowledge of any bankruptcy petition presented against me/us in any court of competent jurisdiction (applicable only to individual customer).
4. I/We acknowledge that this application is subject to the approval of RHB and RHB has the discretion to approve or reject this application. The result of the application will be notified to me/us after the application has been processed.
5. The Banking Account and the Services shall not be used or permitted to be used for any unlawful activities including any breaches of applicable law, rule or other regulatory requirements. In the event that RHB shall discover that the Banking Account and/or the Services is/are or was/were used for such unlawful activities, RHB is entitled without any liability whatsoever to block any payment and/or transaction, close the Banking Account and/or suspend, cancel or terminate the Services. In addition, upon the occurrence of such event(s), I/we agree and undertake to immediately cease investment.
6. I/We agree that until written notice of such event(s) is given by RHB, all orders carried out by me/us under my/our account(s) shall be valid and enforceable against me/us.
7. I/We declare that all particulars and information given in this form are true and correct and they shall also be applicable to the accounts opened and maintained at any of RHB’s branches and that I/we have not withheld any material facts or information from RHB. RHB is entitled to fully rely on such information for all purposes, unless RHB receives notice in writing from me/us informing otherwise. I/We undertake to furnish RHB with such additional particulars as RHB may require from time to time.
8. If there is any update to my/our information, I/we agree to notify and furnish RHB with the relevant information by completing the customer maintenance request form. I/We agree that any such changes shall be effective three (3) Banking Days after RHB’s receipt of my/our customer maintenance request form.
9. I/We agree to be bound by the rules and regulations of any relevant regulatory body (collectively called the “Rules”) at any time. RHB reserves the right to reject any application which does not conform to the requirements of the policies and guidelines set by RHB or any relevant regulatory body.
10. I/We agree that RHB shall be entitled to act upon and I/we shall accordingly be bound by any notice or other communication received by RHB from me/us/person(s) authorised by me/us, either:
  - (i) by letter delivered by hand or sent by pre-paid post;
  - (ii) by facsimile transmission, followed by the original mail;
  - (iii) by email from such email address(es) registered with RHB;
  - (iv) by telephone (recorded);
  - (v) by Zoom, Skype, Microsoft Teams or such other virtual communication platform acceptable to bank, followed by confirmation via telephone (recorded);
  - (vi) by pre-filled documents by RHB's sales staff, followed by confirmation via telephone (recorded) or email from such email address(es) registered with RHB;
 and the transaction executed pursuant to such instructions shall accordingly be binding on me/us.
11. Where any instruction is ambiguous or inconsistent with any other instruction, RHB shall be entitled either not to act upon the instruction or to rely and act in accordance with any reasonable interpretation of such instruction which any officer of RHB believes in good faith to be the correct interpretation. I/We shall not hold RHB liable in any way for acting on inconsistent, ambiguous or incomplete instructions due to ambiguous and inconsistent instructions given unless the same is attributable to the gross negligence, wilful misconduct, wilful default or fraud of RHB.

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12. I/We acknowledge that in respect of any instructions received in writing by RHB (i.e. in the manner set out in Clauses 10(i), 10(ii) or 10(iii) of this DAA), RHB's only duty of verification shall be to ascertain that the signature(s) (if any) appearing on the instructions purport(s) to be in accordance with my/our/person(s) authorised to give the instructions' specimen signature.
13. In the event RHB shall decide to seek verification of the authenticity of any signature or the identity of any person responsible for the signature, such action shall not in any way bind RHB in respect of any future instruction given by me/us and RHB shall be entitled to rely strictly on the provisions of Clause 11 of this DAA.
14. RHB shall not be liable to me/us for acting upon any instructions communicated or purportedly communicated by me/us/such person(s) authorised to give instructions to RHB in writing and signed or purportedly signed by me/us/such person(s) authorised to give instructions. Any risks of misunderstanding, any errors or losses resulting from instructions given by unauthorised persons or any errors, losses or delay resulting from the use of written instructions are entirely my/our risk for which RHB shall not be liable for, save and except where the same is attributable to RHB's gross negligence, wilful misconduct, wilful default or fraud.
15. I am/We are aware that signatures on written instructions may be superimposed fraudulently or without proper authority when transmitted to RHB and I/we shall give RHB written instructions assuming such risks. RHB shall not held liable for any losses, damages, expenses, claims or liabilities suffered by me/us as a result of RHB acting upon written instructions so long as the signatures appearing on any such written instructions appear on verification to be or purport to be in accordance with my/our/person(s) authorised to give the instructions' specimen signature, save and except where such losses, damages, expenses, claims or liabilities are attributable to RHB's gross negligence, wilful misconduct, wilful default or fraud.
16. I/We expressly authorise RHB to accept instructions given in any manner set out in Clauses 10 of this DAA from me/us/person(s) authorised by me/us. I/We agree and confirm that:
  - (i) subject to Clause 12 of Terms & Conditions Structured Products Investment/-i, where the account(s) is/are in the name of more than one person, RHB is authorised to accept instructions from any of the joint accountholders. The instruction shall be binding on all accountholders. The liabilities of each of the accountholders shall be joint and several;
  - (ii) RHB acts in good faith on accepting instructions on a business day in relation to the Services and in any circumstances. I/We shall be responsible for whatever consequences that may arise therefrom;
  - (iii) I/we authorise RHB to keep record of the email and/or telephone conversation and/or virtual conversation between me/us/the person(s) authorised to give instructions and RHB. Such email and/or telephone conversation and/or virtual conversation may be used by RHB as it deems fit and necessary, in line with the RHB Banking Group's Privacy Policy;
  - (iv) subject to Clause 10, RHB shall take reasonable steps to verify my/our identity and/or the identity of the person purportedly to be that or those of the person(s) authorised to give the instructions regarding my/our transactions. I/We agree that if at any time RHB has reasonable doubt on the identity of the person(s) giving the instructions, RHB may decline to act on such instructions;
  - (v) RHB shall have no responsibility whatsoever to me/us for any loss which I/we may suffer or incur (arising directly or indirectly including loss of opportunity, which includes any missed chance for investment, or missed chance for favourable rates or investment at peak) as a result of RHB's refusal to act in the circumstances stated in Clause 16(iv) of this DAA, unless the same is attributable to RHB's gross negligence, wilful misconduct, wilful default or fraud;
  - (vi) I/we acknowledge that in acceding to the instructions given by me/us/the person(s) authorised to give instructions, RHB shall not be liable for any losses arising directly or indirectly from such instructions, unless the same is attributable to RHB's gross negligence, wilful misconduct, wilful default or fraud;
  - (vii) service effected pursuant to any instructions given shall be binding upon me/us whether made with or without my/our authority, consent or knowledge (for joint accounts);
  - (viii) this Clause 16 shall not affect any other terms and conditions governing my/our account(s) or investment. In the event of any inconsistency, the terms in this clause shall prevail;
  - (ix) I/we agree and undertake to indemnify and hold RHB fully indemnified from and against any and all actions, proceedings, claims and demands occurring, arising, whether directly or indirectly which may in future be brought against RHB as a result of RHB adhering to my/our request above and from any and all liabilities, damages, losses, costs and expenses, unless the same is attributable to RHB's gross negligence, wilful misconduct, wilful default or fraud. Upon notice of a claim, I/we authorise RHB to debit such claimed amounts from the Banking Account provided that I/we have enough money in the Banking Account;

## **WARNING**

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(x) I/we understand that there are risks associated with instructions given by me/us/the person(s) authorised to give instructions to RHB in relation to my/our investments and I/we accept such risks.

17. I/We authorise RHB to conduct independent verification and/or inquiries in respect of any information declared in this form or furnished to RHB with the relevant authorities and/or credit reference agencies or any other relevant organisations whether in Malaysia or elsewhere. I/We undertake to furnish any additional information that RHB may require for its assessment of the application and from time to time after the application has been approved. I/We further consent and authorise the relevant authorities and/or credit reference agencies or any other relevant organisations whether in Malaysia or elsewhere to disclose my/our information to RHB.
18. I/We undertake to fully, indemnify RHB and keep RHB indemnified at all times from and against all actions, proceedings, claims, demands, losses, penalties, fines, damages, costs, charges and/or expenses which RHB may sustain, incur or be liable to, in consequence of, attributable to or arising from, any breach by me/us of my/our obligations including any costs reasonably and necessarily incurred by RHB in collecting any debts due to RHB or in connection with the closure of the investment account(s), or any appointment made by me/us, and/or any request or authorisation given by me/us, and/or any false declaration(s) on my/our part in this document, save and except where such actions, proceedings, claims, demands, losses, penalties, fines, damages, costs, charges and/or expenses are attributable to RHB's gross negligence, wilful misconduct, wilful default or fraud.

The right of indemnity shall continue in full effect despite the suspension, termination or closure of my/our account(s) with RHB. Neither RHB or its subsidiaries, associated, or related companies nor any of its agent(s) shall be liable for any direct, indirect, special or consequential damages which may be suffered by me/us such as loss of anticipated profits or other anticipated economic benefits, whether in contract or in tort, arising directly or indirectly with or arising out of this DAA, and/or the terms and conditions in this form, save and except where the same is attributable to RHB's gross negligence, wilful misconduct, wilful default or fraud.

I/We undertake to indemnify RHB and or its subsidiaries, associated, or related companies from being liable in any proceedings (whether civil, criminal or otherwise) arising from any breach by me/us pursuant to the DAA and the terms and conditions in this form.

19. I/We undertake to abide by the CMSA, Islamic Financial Services Act 2013, Companies Act 2016, Financial Services Act 2013 and all securities laws (including any amendments, variations and/or modifications as may be made from time to time) and all rules including regulations, by-laws, customs, practices, rules governing deposit accounts (including fixed deposits, short term deposit, call money, negotiable instruments of deposit, repurchase agreement), listing requirements and constitution of the respective approved exchanges (including the Recognised Stock Exchange and/or the Specified Exchange), Clearing Houses, Central Depository, Bursa Malaysia Securities Berhad ("BMSB"), debt securities markets, BNM (or the respective central bank in the jurisdiction where the transaction is executed), Real Time Electronic Transfer of Funds and Securities System ("RENTAS") rules, Scripless Securities Trading System ("SSTS") rules and rules of any regulatory bodies which are in force from time to time in respect of all of my/our investment and to all transactions effected on BMSB and any other approved exchanges (including the Recognised Stock Exchange and/or the Specified Exchange).
20. I/We agree that I/we shall not hold RHB liable in any proceedings (whether civil, criminal or otherwise) for the disclosure of any information in complying with any directives or orders which may be issued and imposed by the respective regulators, authorities and/or statutory bodies, nor for any delay and/or refusal by RHB in carrying out my/our instructions in the event deemed necessary by RHB.
21. Where applicable, I/we agree that RHB be authorised, but not obligated to, deal with my/our monies including placing my/our monies into short term deposits, money market instruments and unit trusts, if applicable, during the interim period prior to my/our investment being effected.
22. I/We acknowledge that I/we have read the RISK DISCLOSURE STATEMENT for Structured Products Investment/-i and fully understand its contents which have been explained to me/us.
23. I/We consent to and authorise the RHB Banking Group (which shall include its holding company, its subsidiaries and associated companies), its respective directors, officers, employees and agents to disclose, share and/or verify information or documents pertaining to my/our affairs, account(s), facility(ies), directors and/or substantial shareholders to and/or with the following parties.
- (i) any companies within the RHB Banking Group, whether within or outside Malaysia for the purpose of cross-selling, marketing and promotions of products and/or services of the RHB Banking Group;
  - (ii) any authorities/regulators/parties as may be authorised by law or regulations to obtain such information or by court of law;
  - (iii) any party(ies) providing security for purposes of facility(ies) granted to me/us; agents of the RHB Banking Group, including vendors, merchants and/or third party service providers in connection with any products and/or services being provided by the RHB Banking Group wherever applicable;

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- (iv) auditors, legal counsels and/or other professional advisers in relation to the provision of services by the RHB Banking Group pursuant to this application, or in connection with the preparation of any facility or security documents, if applicable, or any action or proceeding for the recovery of monies due and payable by me/us, wherever applicable;
- (v) credit bureaus and/or credit reporting agencies, fraud prevention agencies, debt collection agencies and industry/financial related associations; and
- (vi) any potential assignee or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.
24. I/We undertake to further indemnify RHB for any loss, costs (includes legal costs), claims, liabilities or expenses (save and except where the same is attributable to RHB's gross negligence, wilful misconduct, wilful default or fraud) arising out of or connected with any (i) transaction or instruction that may be carried out by RHB on behalf of me/us or having to act on my/our instructions or at my/our request, and (ii) breach by me/us of my/our obligations, including any costs reasonably and necessarily incurred by RHB in buying-in or selling-off, or collecting any debts due to RHB or in connection with the closure of the account(s).
25. The Customer is not covered by the Compensation Fund under Section 159 of the Capital Market and Services Act 2007 (CMSA). The Compensation Fund does not extend to the customer who has suffered monetary loss as a result of a defalcation or fraudulent misuse of moneys or other property, by a director, officer, employee or representative of the Bank.
26. I/We agree to pay all taxes including Sales and Services Tax or its equivalent or any applicable taxes imposed by the authorities locally or abroad at the prescribed rate determined by the relevant authorities on any related fees in relation to my/our investment account.

And I/we make this solemn declaration conscientiously believing the same to be true.  
SUBSCRIBED AND SOLEMNLY declared by the above mentioned:

Principal Account Holder /  
Signature of Customer

\_\_\_\_\_

Name

\_\_\_\_\_

NRIC / Passport No.

\_\_\_\_\_

Date

\_\_\_\_\_

Joint Account Holder 1 (If Applicable) /  
Signature of Customer

\_\_\_\_\_

Name

\_\_\_\_\_

NRIC / Passport No.

\_\_\_\_\_

Date

\_\_\_\_\_

Joint Account Holder 2 (If Applicable) /  
Signature of Customer

\_\_\_\_\_

Name

\_\_\_\_\_

NRIC / Passport No.

\_\_\_\_\_

Date

\_\_\_\_\_

Joint Account Holder 3 (If Applicable) /  
Signature of Customer

\_\_\_\_\_

Name

\_\_\_\_\_

NRIC / Passport No.

\_\_\_\_\_

Date

\_\_\_\_\_

Note: The word "We" under the DAA refers to joint account holders, and their obligations and liabilities shall be joint and several.

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**TO BE COMPLETED BY RHB'S AUTHORISED PERSONNEL****SANCTIONED COUNTRIES/TERRITORIES**

Structured Products/-i Account opening/ establishing business relationship for the below scenarios are NOT allowed.

<b>Iran/ North Korea</b>	<ul style="list-style-type: none"> <li>All Prohibited</li> </ul>
<b>Cuba/ Syria</b>	Business Relationship or transaction that involves: <ul style="list-style-type: none"> <li>Any elements of Cuba or Syria with any elements of United States of America (dollar currency, person, goods etc.) is not allowed.</li> </ul>
<b>Crimea/ Sevastopol /</b>	Business Relationship or transaction that involves: <ul style="list-style-type: none"> <li>Any elements of United States of America (dollar currency, person, goods etc.) is not allowed.</li> </ul>
<b>Russia</b>	Business relationship or transaction that involves: <ul style="list-style-type: none"> <li>Russian military or any Russian government entity connected to the Russian military is not allowed;</li> <li>Oil and gas industry, directly or indirectly, to Russia or for use in Russia (as per Directive 4 issued by Office of Foreign Assets Control ("OFAC") is not allowed;</li> <li>Issuance of and trade in certain debt, equity and similar financial instruments (i.e. securities and money market instruments) to SSI (as per Directives 1, 2 and 3 issued by OFAC) is not allowed.</li> </ul>
<b>Venezuela</b>	Business relationship or transaction that involves: <ul style="list-style-type: none"> <li>Venezuelan military,</li> <li>The Government of Venezuela including: any political subdivision, agency, or instrumentality thereof, including the Central Bank of Venezuela and Petroleos de Venezuela, S.A. (PdVSA); and</li> <li>any person owned or controlled by, or acting for, or on behalf of the Government of Venezuela.</li> </ul>

Refer to Section D.2.1.11 of Group AML/CFT Guidelines on list of sanctioned countries/territories for reference).

I have explained the above to customer.

\_\_\_\_\_  
Signature of RHB's Authorized Personnel /

Name:

Date:

IPPC Licence No.:

\_\_\_\_\_  
Verified & accepted by BM/ABM/CM/ACM /

Name:

Date:

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