



**RHB Investment Bank Berhad** 19663-P

(A Participating Organisation of Bursa Malaysia Securities Berhad)

(A Trading Participant of Bursa Malaysia Derivatives Berhad)

**TERMS & CONDITIONS  
- EQUITIES**

## RHB INVESTMENT BANK BERHAD

### A) GENERAL TERMS & CONDITIONS FOR TRADING IN EQUITIES (“GENERAL TERMS AND CONDITIONS”)

#### 1 COMPLIANCE WITH LAWS, GUIDELINES AND RHBIB'S POLICIES AND PROCEDURES

- 1.1 The Client shall abide by all laws, by-laws, regulations, rules orders, directives prescribed by regulators relating to the operation of the trading account(s), and CDS account, and to the Client's trading activities with RHBIB and to all matters herein including without limitation to the Bursa Rules and the Recognized Exchange Rules and includes any additions, amendments or revisions that may from time to time be introduced and enforced. The Bursa Rules and Recognized Exchange Rules shall hereinafter be collectively referred to as “Exchange Rules”.
- 1.2 The Client agrees to comply with all policies, procedures, guidelines, rules, directives and / or instructions of whatsoever nature presently and from time to time issued, given, made and / or established by RHBIB.
- 1.3 The Client shall at all times adhere to and comply with the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 (“AMLA”) with respect to all transactions or matters whatsoever and howsoever arising whether directly or indirectly with RHBIB and in particular:-
  - (a) shall disclose to RHBIB the particulars of the ultimate beneficial owner of the account in the event the Client is not the ultimate owner of the trading account(s), and / or Central Depository System (“CDS”) account (collectively referred to as the “Account(s)"); and
  - (b) shall provide RHBIB with all relevant information and documents, as and when requested, for purposes of identification of the Client and verification of the source of funds under the “Know Your Client” principles.
- 1.4 Further, RHBIB shall when requested by Bursa Securities, Securities Commission and / or other relevant authorities, require the Client to disclose and the Client shall be bound to disclose, information and documents in relation to any dealing in securities in respect of the Client's trading account(s) including but not limited to information on whether or not any dealing in the above account is carried out on another person's behalf and in such instance, the name of, and particulars sufficient to identify the person from whom, through whom and on whose behalf the securities are dealt with by the Client. If that person is not the beneficial owner(s) of the securities, the Client shall also be required to procure the particulars of the beneficial owner(s) of the securities.
- 1.5 In compliance with the applicable laws or regulations in force RHBIB may at its sole and absolute discretion:-
  - (a) refrain from acting until such information as required is furnished by the Client to RHBIB;
  - (b) verify such information received from the Client to its satisfaction; and
  - (c) refrain from doing anything as a result of such information;which would or might in RHBIB's opinion, be contrary to any relevant law or regulation and may do anything which is in its opinion necessary to ensure compliance with such law or regulation. RHBIB shall not be liable for any losses or consequences of whatsoever nature arising from or due to events described in this clause.
- 1.6 The Client may not be allowed to trade if the trading account(s) has any restriction imposed by RHBIB or by any relevant authority including a cash up-front restriction. RHBIB may at its absolute discretion require the Client to provide cash or equity or both as a deposit before executing any transaction. The Client authorises RHBIB to distribute and / or apportion its trading limit for trading transaction(s) in local securities and foreign securities at the absolute discretion of RHBIB.
- 1.7 RHBIB shall have the right in its sole discretion to refuse to act upon any particular instruction given by or on behalf of the Client (other than closing out existing open positions held on behalf of the Client) under the Client's trading account(s) without having to assign any reasons whatsoever. If at the request of the Client, RHBIB transacts any business in a name other than of that Client, the Client accepts full liability in respect of all such transactions.
- 1.8 The relationship between the Client and RHBIB as client and investment bank respectively and all transactions effected by RHBIB in pursuance thereto, shall be governed by Malaysian law. The Client agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia.

#### 2 OPERATION OF ACCOUNT(S)

- 2.1 As investment in securities involves risk, the Client agrees that RHBIB shall have the right at any time at its absolute discretion to limit any purchase or sales ordered by the Client. The Client agrees that RHBIB has the right to impose any security or deposit requirement on the Client to secure the purchase of any securities deemed as high risk by RHBIB at the absolute discretion of RHBIB.
- 2.2 RHBIB shall not be obliged to place any surplus funds on interest-bearing time deposits, or to pay interest to the surplus funds in the trading account(s).
- 2.3 RHBIB may at its absolute discretion to terminate the agreement and / or trading account(s) without notice for any reason whatsoever. Termination will not affect accrued rights, existing commitments or any contractual provision intended to survive termination. If, on termination, any sum is, or may become, due from the Client to RHBIB, the Client shall pay such sum to RHBIB immediately, and without demand. RHBIB is not liable to the Client for any claims or losses which may be suffered by the Client arising out of such termination.
- 2.4 In the event of failure of the Client to settle or deliver the securities to RHBIB within the required time-frame pursuant to Exchange Rules, the Client authorises RHBIB at its absolute discretion to carry out such “selling-out” or “buying-in” of securities to clear the Client's position with RHBIB.
- 2.5 RHBIB reserves the right to appoint a Dealer's Representative (“DR”) or replace any DR that has been earlier nominated by the Client with or without notice to the Client.
- 2.6 The Client agrees (i) that this Client's Account together with all the Client's other accounts with another DR in RHBIB will be linked to one CDS Account; (ii) in respect of contra transactions, the Client shall only conduct sale transactions through the same DR from whom

the Client purchased the shares; (iii) in the event the Client fails to abide by the restriction on the contra transaction, RHBIB reserves the right to impose a service charge for the contra transaction amounting to 1% on the value of the sales transaction or such other amount as may be determined by RHBIB from time to time to be deducted from the sales proceeds. Any shortfall between the purchase costs and sales proceeds shall be a debt due to RHBIB; (iv) that any payment made or payable shall be automatically utilised to settle the contra loss or any other debit balance incurred under the account into which the payment was made to and any other debit balances in relation to the Client's multiple trading account(s) opened with RHBIB in any manner RHBIB deems fit; (v) any sales proceeds, contra gains or any sum standing to the credit of any of the Client's Account(s) may be utilised to set-off any amount due and outstanding under any of the Client's Account(s) maintained by the Client with RHBIB in any manner RHBIB deems fit; (vi) in the event that the Client shall have an outstanding debt due to RHBIB in any of the Client's Account(s), the Client's Account may be suspended from trading and all related multiple trading account(s) may also be suspended automatically.

### 3 NOTIFICATION

- 3.1 All contract notes, statements of account and other documents relating to the trading account(s) of the Client ("Documents") may be sent by RHBIB to the Client by ordinary post and / or electronic means, addressed to the Client at the Client's last known address and / or to the last known electronic mailing address provided by the Client as appearing in RHBIB's records. Notwithstanding anything stated herein, all such Documents sent to the Client shall be deemed to have been received by the Client (a) in the case of ordinary post, within two (2) days of the date of posting and (b) in the case of electronic mail, within twenty four (24) hours from the time the electronic mail is sent. The Client shall be deemed to have accepted the accuracy of any Documents posted / sent by electronic means to the Client if no dispute is raised by the Client thereon within twenty four (24) hours following the expiry of the aforesaid two (2) days or twenty four (24) hours, as the case may be.
- 3.2 If the Client chooses electronic means as one of the modes of delivering all contract notes to the Client, the Client hereby accepts and assumes the inherent risks in RHBIB issuing and delivering the contract notes to the Client via e-mail including risk of delays. In the event of RHBIB's system failure, the Client further authorises RHBIB to issue and deliver the contract notes to the Client by ordinary post or by way of facsimile at the number provided. The Client further agrees that the instructions for the e-mail address(es) (and if applicable, the facsimile number) provided shall remain valid until written instructions are given by the Client and received by RHBIB for revocation and / or amendment of the said instructions, as the case may be.
- 3.3 RHBIB shall be entitled to vary, revise or amend the provisions of the General Terms & Conditions herein at any time with or without notice to the Client. The Client is deemed to have been notified of such variation, upon such variation being made available on the website(s) of RHBIB or being made available at the principal office or respective branches of RHBIB and the Client is deemed to have accepted such variation, revision, amendment and / or modification in the event the Client continues to trade in the trading account(s). The relevant provision of this General Terms and Conditions shall thereafter be deemed to have been varied, revised, amended and / or modified accordingly and shall be read and construed as if such variations, revisions, amendments and / or modification had been incorporated in and formed part of the General Terms and Conditions.

### 4 SETTLEMENT

- 4.1 The Client shall pay to RHBIB all brokerages, interests and charges relating to transactions for the Account(s) of the Client which RHBIB may charge from time to time, including legal fees incurred by RHBIB on a solicitor and client basis in the enforcement of any of the Client's obligations and liabilities therewith. RHBIB is entitled to revise the brokerage fees, interests and charges at its sole discretion from time to time with or without notice to the Client.
- 4.2 Cheque(s) / banker's draft(s) issued in payment must be made payable to "RHB INVESTMENT BANK BERHAD". RHBIB will not be held responsible where the Client issues payment which are made payable to a third party's name.
- 4.3 In making payments in the form of cheque or banker's draft, the Client shall state clearly on the reverse side of the cheque / banker's draft the Client's name, Account(s) number and nature of the payment, e.g. contract number, quantity and name of the securities, contra loss reference and such particulars as may be necessary to allow RHBIB to identify the purpose for which the payment is made. RHBIB shall not be held liable for any cheques(s) / draft(s) that may be lost, misplaced or misappropriated if such cheques(s), draft(s) had been given by the Client to any person other than a duly authorised personnel or agent of RHBIB.
- 4.4 In making payments by way of telegraphic transfer or by way of direct deposit of monies into the bank account of RHBIB, it shall be the responsibility of the Client to ensure that adequate and timely notice is given to RHBIB regarding the effecting of such payment and such notification shall include the telegraphic transfer confirmation slip, the bank-in slip, the Client's name, Account(s) number and nature of payment, e.g. contract number, quantity and name of securities, contra loss reference and such particulars as may be necessary to allow RHBIB to identify the purpose for which the payment is made. RHBIB shall not be held liable for any payment effected by way of telegraphic transfer or direct deposit monies into the bank account of RHBIB that may be erroneously credited into a third party's account or unaccounted for by reason of insufficient or untimely information provided by the Client as required above.
- 4.5 In the event the Client fails to provide adequate and clear particulars with regard to the nature and purpose of any of its payment referred to in Clause 4.3 and Clause 4.4, RHBIB shall be absolutely entitled to apply the payment(s) in such manner as RHBIB may in its absolute discretion deem fit.
- 4.6 RHBIB's statement to the Client as to the amount due and payable to RHBIB shall save for manifest error, be conclusive evidence that such amount is in fact due and payable from the Client to RHBIB.
- 4.7 RHBIB shall at all times have a general and continuing lien over all or any of the securities and monies in its custody to secure the payment of all monies due and payable under these General Terms and Conditions. The Client authorises RHBIB to deal, in any manner whatsoever as RHBIB shall deem fit, with all or any of the securities and monies in the relevant Account(s) including without limitation withholding or rejecting the transfer of securities for or under the relevant Account(s) for which the Client has remitted payment until cleared funds have been received by RHBIB. The Client shall not be entitled to withdraw any monies or securities held by RHBIB pending the payment in full of any indebtedness of the Client to RHBIB.
- 4.8 RHBIB may set off or transfer any sum or deposit standing to the credit of any other bank accounts of the Client with other entities within RHB Banking Group (including RHB Bank Berhad and RHB Islamic Bank Berhad) in or towards satisfaction of any of the Client's liabilities to RHBIB under these General Terms and Conditions.

## 5 SET-OFF, LIEN AND CONSOLIDATION OF TRADING ACCOUNTS

- 5.1 RHBIB shall accept no responsibility for the decision of the Client to issue any instructions to RHBIB to purchase or sell securities. All instructions from the Client are accepted by RHBIB on the basis that they constitute the Client's own judgment arrived at independently. Where the Client's Account with RHBIB shows a debit balance, RHBIB shall be entitled at its absolute discretion to do any of the following in order to set-off the debit balance in the Client's Account:-
- sell-off the Client's securities it may hold in its nominee's custody or securities held in the Client's CDS account at any price that RHBIB deems fit and apply the proceeds thereof towards reducing the Client's liabilities;
  - utilize the proceeds of any sale of securities made pursuant to the Client's instruction whether such securities are held in its or its nominee's custody or in the Client's CDS account or otherwise;
  - utilize part or all of any monies paid into the Client's trading account(s) pursuant to Section 111 of the Capital Markets and Services Act 2007 (and as amended from time to time);
  - consolidate the trading account(s) held in the Client's name with RHBIB. The Client agrees and gives consent for RHBIB to use, set-off, apply any part or all the monies in the trading account(s) and / or sell part or all securities held in the Client's CDS Account maintained with RHBIB and apply the said monies and / or proceeds of sale of such securities towards settlement of outstanding contra loss or any other dues that are outstanding in the Client's Account(s) so consolidated;
  - in addition to the rights above, the Client agrees that RHBIB may restrict, refuse or withhold the Client's request for transfer of any securities (including paid shares) from the Client's CDS account in the event of a debit balance in the Client's trading account(s).
- 5.2 In relation to any stocks / shares / securities pledged by the Client to RHBIB as collateral ("Pledged Securities"), the Client hereby authorises RHBIB to sell or dispose the whole or part of the Pledged Securities at any time without notice to the Client and utilize the proceeds to offset and discharge the Client liabilities and obligations with RHBIB whether in relation to the Pledged Securities or otherwise. The Client further agrees that RHBIB shall not be liable for any losses or damages of whatsoever nature and howsoever arising from the exercise of RHBIB's discretion.

## 6 CONTRA GUIDELINES

### 6.1 CONTRA GUIDELINES FOR TRADING OF SECURITIES LISTED ON BURSA SECURITIES

Settlement by way of "contra" for outstanding purchase positions against outstanding sales positions of the same securities done on Ready Basis may be allowed at the sole discretion of RHBIB, subject to the following terms and conditions ("T&Cs"):-

- settlement by way of contra is not permitted for securities which have been declared by Bursa Securities as "Designated Securities", for contract(s) done on an Immediate Basis or such other securities which have been declared by Bursa Securities from time to time to be within a restricted category.
- settlement by way of contra in respect of any purchase contract may only be effected not later than 12.30 pm on the 3rd market day following the contract date as prescribed by Bursa Securities, hereinafter known as "Due Date". Any sales transacted up to the Due Date for the outstanding purchases will be auto-contra on a first-in, first-out ("FIFO") basis or such other basis as may be determined by RHBIB. Clients who subscribe for other trading facilities are bound by the contra sequence and / or settlement period specific to the trading facilities which may be varied from time to time at the absolute discretion of RHBIB.
- for purchase positions on Ready Basis contract(s) that remain unsettled after the Due Date (refer to as "Overdue Purchase Contract(s)"), RHBIB will have full discretion to close off and / or force sell on the next market day without seeking prior consent from the Client. RHBIB shall charge interest at its prevailing interest rate<sup>(ii)</sup> on the Overdue Purchase Contract(s) or the relevant holding charge on the contra incurred pursuant to the close off and / or force sell thereof.
- RHBIB reserves the right to withhold payment of contra gains should the Client have any unsettled purchase contract or contra losses. Further, RHBIB reserves the right to utilize any of the contra gain to settle any outstanding contra losses and interest accrued thereon.
- all contra losses must be settled promptly otherwise for any contra losses unsettled by the fifth (5th) market day<sup>(i)</sup> following the date of contra, interest at RHBIB's prevailing rate<sup>(ii)</sup> + penalty interest will start to accrue. Any resulting contra gains will be paid not later than the third (3rd) market day<sup>(i)</sup> following the date of contra and / or within such period as prescribed by Bursa Securities.
- in addition to the transaction costs (brokerage, stamp duty, clearing fees), RHBIB reserves the right to impose any other charges at any time and in any manner as may be determined by RHBIB.
- RHBIB reserves the right to vary the above T&Cs where necessary from time to time as it deems fit.

### 6.2 CONTRA GUIDELINES FOR TRADING OF SECURITIES LISTED ON RECOGNIZED EXCHANGES <sup>(iii)</sup>

Settlement by way of "contra" for outstanding purchase positions against outstanding sales positions of the same securities for securities transacted on Recognized Exchanges<sup>(iii)</sup> may be allowed at the sole discretion of RHBIB, subject to the following T&Cs:-

- settlement by way of contra in respect of any purchase contract from any of the Recognized Exchanges may only be effected not later than the stipulated time on the settlement due date of the purchase contract, hereinafter known as "Due Date". Any sales transacted up to the Due Date for the outstanding purchases will be auto-contra on FIFO basis or such other basis as may be determined by RHBIB.
- for purchase positions on Ready Basis contract(s) that remain unsettled after the Due Date (refer to as "Overdue Purchase Contract(s)"), RHBIB will have full discretion to close off and / or force sell on the next market day without seeking prior consent from the Client. RHBIB shall charge interest at its prevailing interest rate<sup>(ii)</sup> on the Overdue Purchase Contract(s) or the relevant holding charge on the contra incurred pursuant to the close off and / or force sell thereof.

- (c) the Client is not allowed to carry out selling of purchase contract(s) after the Due Date which may result in an oversold position where the Client is fully responsible.
- (d) losses arising from selling / force selling of outstanding purchase in a foreign currency denominated contract will be reflected in the same foreign currency until C+5 (five market days following the date of contra) or such other time as may be determined by RHBIB where it will be converted to Ringgit Malaysia using RHBIB's prevailing foreign exchange rate.
- (e) RHBIB reserves the right to withhold payment of contra gains should the Client have any unclear purchase contract or contra loss. Further, RHBIB reserves the right to utilise any of the contra gain to settle any outstanding contra losses and interest accrued thereon.
- (f) all contra losses must be settled promptly otherwise for any contra losses unsettled by the fifth (5th) market day<sup>(i)</sup> following the date of contra, interest at RHBIB's prevailing rate<sup>(ii)</sup> + penalty interest will start to accrue. Any resulting contra gains will be paid not later than the third (3rd) market day<sup>(i)</sup> following the date of contra.
- (g) in addition to the transaction costs (brokerage, stamp duty, clearing fee), RHBIB reserves the right to impose any other charges at any time and in any manner as may be determined by RHBIB.
- (h) RHBIB reserves the right to vary the above T&Cs where necessary from time to time as it deems fit.

*Note:*

*(i) or such other market day as may be determined by RHBIB at its absolute discretion*

*(ii) or such other rates as may be determined by RHBIB at its absolute discretion*

*(iii) Recognized Exchanges shall mean:*

*(a) a body corporate which has been approved by the Minister under Section 8(2) of the Capital Markets and Services Act 2007.*

*(b) a foreign stock exchange declared by the Bursa Securities to be a recognized exchange and in which RHBIB is providing trading facility.*

*Please contact your DR should you require any clarification to the above.*

## 7 CONSENT TO RELEASE INFORMATION

- 7.1 In order for RHBIB to discharge its functions under this General Terms and Conditions or pursuant to the relevant laws or regulations, the Client hereby acknowledges that RHBIB may engage service providers or such other persons via an outsourcing arrangement or any other arrangements to provide services to RHBIB (including mailing services, information technology services, data processing, statistical and risk analysis and other services determined from time to time). The Client hereby acknowledges that in the course of providing the services to RHBIB, such service providers or such other persons may have access to certain information and documents relating to the Client's securities and trading account(s), and thereby, the Client agrees that such disclosure of information and documents is permissible.
- 7.2 In addition to the above, the Client hereby expressly authorises and permits RHBIB and its officers to divulge, reveal or disclose any information relating to the Client's Account to:
- (a) any assignee or transferee or prospective assignees or transferees of RHBIB's credit facilities, business and undertaking of such part thereof;
  - (b) any person with whom RHBIB may enter into (or may potentially enter into) any participation or sub-participation in relation to any transaction or service hereunder;
  - (c) any person or entity participating in the merger / acquisition or proposed merger / acquisition of RHBIB or its holding company with / by another company; and
  - (d) any other person at any time:
    - (i) which RHBIB or any officer in good faith considers appropriate for any purpose in connection with these terms and conditions; or
    - (ii) where such particulars of the Client's Account was inadvertently divulged, revealed or disclosed to / or accessed by such persons through no willful default of RHBIB or its officers.

## 8 EVENTS OF DEFAULT

A default shall be deemed to take place on the occurrence of any of the following:

- 8.1 The Client breaches any of the terms herein.
- 8.2 The Client becomes bankrupt, dies or becomes insane or of unsound mind or becomes incapacitated in any other way, commits an act of bankruptcy or suffers any petition or passes any resolution for winding up or enters into receivership or enters into any composition or arrangement with or for the benefit of its creditors.
- 8.3 Any claim, action or proceeding of any nature is commenced against the Client by any party or steps are taken by any person to enforce any security against the Client.
- 8.4 Any representations or warranties made by the Client becoming incorrect or untrue.
- 8.5 RHBIB forms an opinion that it should take action in order to preserve its rights or interests under any of the Accounts with RHBIB.
- 8.6 If there is a change in applicable law or regulation that makes it unlawful for RHBIB to continue with allowing the Client to execute the transaction in securities.
- 8.7 If RHBIB forms a view and in good faith that it should take action in order to preserve its rights or interests under any of the Client's Account(s).

## 9 RIGHTS ON OCCURRENCE OF AN EVENT OF DEFAULT

In the event of occurrence of an event of default (without prejudice to any of RHBIB's rights under these General Terms and Conditions or otherwise at law) RHBIB may but not obliged to exercise the following:

- 9.1 Suspend the trading account(s), the duration of which is at the sole discretion of RHBIB or terminate the trading account(s) immediately;
- 9.2 Close out any outstanding transactions at the prevailing market price or at such other price deems fit by RHBIB; and / or
- 9.3 Sell-off the Client's securities it may hold in its nominee's custody or securities held in the Client's CDS account including the free/paid securities at any price that RHBIB deems fit and apply the proceeds thereof towards reducing the Client's liabilities.

## **10 ACCOUNT(S) CLOSURE / TERMINATION**

The Client may terminate the agreement by giving seven (7) days written notice to RHBIB. Termination by the Client shall take effect once the written notice has been received by the relevant officer of RHBIB. Termination will not affect any outstanding rights or obligations that may already have arisen between RHBIB and the Client in accordance with these terms and conditions and / or other terms and conditions relevant to the trading account(s). The Client's trading account(s) will be closed upon the settlement of all outstanding positions and liabilities or at such time deems as appropriate by RHBIB.

## **11 LIABILITY AND INDEMNITY**

- 11.1 The Client acknowledges and fully understands that (a) any information, data or recommendations (collectively known as the "Information") provided by RHBIB to the Client do not constitute tax or legal advice; (b) reliance on the Information does not give rise to any claim of any kind against any person (c) RHBIB does not endorse the Information, recommend any investment or offer any advice regarding any securities, transaction or investment strategy; (d) the Client is solely responsible for evaluating the merits associated with the investment and agrees to seek appropriate and independent advice from a person who is qualified to give such advice; (e) all decisions and / or orders made through RHBIB are at the Client's sole risk.
- 11.2 The Client shall not hold RHBIB and / or any of its officers, employees, agents or representatives responsible or liable, and shall further indemnify RHBIB, for whatever losses incurred as a result of the acts, representations and / or omissions of the DR assigned to the Client in carrying out his or her duties in connection with the Account.
- 11.3 RHBIB shall not be liable for any claims, demands, losses, penalties, liabilities, costs, actions and / or expenses suffered and / or incurred by the Client arising from and / or in connection with causes not within RHBIB's control including a force majeure event or the breach, failure or omission of the foreign broker / agent / custodian appointed on behalf of the Client.
- 11.4 The Client undertakes to further indemnify RHBIB for any losses, costs (includes legal costs), claims, liabilities or expenses arising out of or connected with any (i) transaction or instruction that may be carried out by RHBIB on behalf of the Client having to act on the Client's instructions or at the Client's request, (ii) breach by the Client of its obligations, including but not limited to any costs reasonably and necessarily incurred by RHBIB in buying-in or selling-off, or collecting any debts due to RHBIB or in connection with the closure of the trading account(s), and (iii) breach, failure or omission of the foreign broker / agent / custodian appointed on behalf of the Client. This obligation to indemnify RHBIB survives the termination of these General Terms and Conditions.

## **12 ASSIGNMENT**

- 12.1 RHBIB may assign any or all of its rights hereunder or under any Account(s) to any assigns and successors legally appointed. The Client may not assign its right hereunder or under any Account(s) without the express written consent of RHBIB.
- 12.2 The Client may not assign, charge or encumber the Account or create or permit to create in favour of any person (other than RHBIB) any interest in any of the Accounts (by way of trust or otherwise) without RHBIB's prior written consent.
- 12.3 The General Terms and Conditions herein shall be binding upon the successor-in-title and permitted assigns of the parties hereto.

## **13 MISCELLANEOUS**

- 13.1 All references to RHB Investment Bank Berhad or RHB Investment Bank and RHBIB shall also include its branch(es) and representative offices.
- 13.2 If any provision of these General Terms and Conditions is rendered invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and these General Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision had never been herein provided for, or these General Terms and Conditions shall be construed with provisions which come closest to expressing the intention of the invalid, illegal or unenforceable provision.
- 13.3 In the event of any discrepancy, inconsistency, conflict or ambiguity between the English and the Bahasa Malaysia versions of the General Terms and Conditions, the English version shall prevail.

## **14 SECURITIES LISTED IN ACE MARKET**

- 14.1 The foregoing General Terms & Conditions governing the Client's trading on Bursa Securities shall also apply to the Client's trading in securities listed on the ACE Market.
- 14.2 The Client understands and accepts the following matters with regard to investment in securities listed on the ACE Market:-
  - (a) Investment in any securities of any corporation admitted to the ACE Market of Bursa Securities ("Listed Company") may result in higher risks owing to the profile of the Listed Company;
  - (b) This brief statement cannot disclose all risks associated with trading on securities listed on the ACE Market and the Client should consult RHBIB on any queries.  
In the event of any discrepancy, inconsistency, conflicting or ambiguity between the English and the Bahasa Malaysia versions of the General Terms and Conditions, the English version shall prevail.

## **B) SPECIFIC TERMS AND CONDITIONS FOR ONLINE TRADING SERVICES (“SPECIFIC T&CS”)**

### **1 ONLINE TRADING SERVICES**

- 1.1 The Client agrees to be bound by any affirmation, assent or agreement transmitted by the Client through the Services (defined as the Internet Services under clause 2.1 below and Mobile Services under clause 2.2 below) accessed by computer, including but not limited to any consent given by the Client to receive communications from RHBIB solely through electronic transmission.
- 1.2 The Client also agrees to abide by any rules, procedures, standards, requirements or conditions established by RHBIB regarding the use of the Services or electronic communication facilities that RHBIB makes available.
- 1.3 By confirming on the given filed in the online trading platform, the Client confirms his or her understanding, acceptance and receipt of the Services and these terms and conditions, acknowledges and demonstrates that he can access the Services and other HTML disclosures and regulatory materials on RHBIB’s websites.
- 1.4 The Client agrees that, when presently and in the future the Client clicks on an “I Accept”, “I Consent” or other similarly worded “button” or entry field with his or her mouse, keystroke or other computer device, the Client’s agreement or consent will be legally binding and enforceable and the legal equivalent of the Client’s hand-written signature.
- 1.5 RHBIB shall maintain the Client’s information in confidence and may only disclose such information to its immediate legal and financial advisers and auditors as may be required in the ordinary course of its business or when required by a relevant authority, provided however, that RHBIB may use and disclose the information where such information is aggregated with other data which does not reveal Client-specific data.

### **2 SCOPE OF SERVICES**

#### **2.1 INTERNET SERVICES**

- (a) Upon subscription by the Client, RHBIB shall provide to the Client the online trading services via RHBInvest or such other online trading platform as determined by RHBIB from time to time (“Internet Services”).
- (b) RHBIB may from time to time vary the scope of the Internet Services mentioned above without giving any notice thereof to the Client. The Client hereby agrees that his or her continued use of the Internet Services following the variation of scope of services constitutes his or her agreement to such variation or modification.
- (c) The Client shall utilize the Internet Services by means of any or all of the following media:-
  - (i) Modem-equipped terminal or personal computer;
  - (ii) Touch screen terminals;
  - (iii) Any other medium of communication that RHBIB may, in its absolute discretion, adapt or introduce for the Client’s use from time to time;
  - (iv) Any other medium of electronic communication used by the Client and agreed to by RHBIB.

#### **2.2 MOBILE SERVICES**

- (a) Apart from the Internet Services, RHBIB shall also provide to the Client the facilities in relation to Bursa equities via Mobile telephony device(s) (“Mobile Services”) upon subscription by the Client.
- (b) RHBIB may from time to time vary the scope of the Mobile Services mentioned above without giving any notice thereof to the Client. The Client hereby agrees that his or her continued use of the Mobile Services following the variation of scope of services constitutes his or her agreement to such variation or modification.
- (c) RHBIB may change or discontinue any aspect or feature of the Mobile Services at any time, including but not limited to features such as content, hours of availability, access type, level and marketing promotions. RHBIB reserves the right to vary, limit, suspend or terminate the Client’s access or use of the Mobile Services at any time, with or without notice. The Client further agrees and acknowledges that whilst the Mobile Services is currently provided at no cost to the Client, RHBIB reserves its right to charge a subscription for providing the Mobile Services at any time.

### **3 MANDATE**

- 3.1 RHBIB is hereby irrevocably authorised to act on all instructions of the Client received by RHBIB through the Services and the Client shall be liable and indemnify RHBIB for such instructions.
- 3.2 The Client acknowledges that all instructions of the Client received by RHBIB through the Services (whether authorised by the Client or not) are irrevocable and binding on the Client upon transmission of the instructions through the Services and RHBIB shall be entitled to effect, perform or process such instructions without your further consent and without any further reference or notice to the Client.
- 3.3 The Client further acknowledges that RHBIB shall be under no obligation to investigate the authenticity or authority of persons effecting the instructions and RHBIB may treat the instruction as valid and binding on the Client notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such instructions.
- 3.4 Where the Client chooses to subscribe to the market data or any information of the relevant foreign stock exchange as part of the Internet Services through RHBIB, the Client agrees to adhere and consent to the terms and conditions applicable to, and / or imposed by, the respective foreign stock exchanges.

### **4 NO GUARANTEE OR WARRANTY**

- 4.1 The Client expressly agrees that the Services are provided on an “as is” basis. RHBIB does not represent, warrant (whether express or implied) or guarantee the accuracy, completeness, timeliness or correct sequencing of the Services and any information provided thereunder and the Client acknowledges that there may be delays (particularly as delays may be caused due to the inherent hazards of electronic and / or mobile distribution), omissions or inaccuracies in relation thereto which is beyond RHBIB’s control.

- 4.2 The information made available to the Client from the Services is provided solely on the basis that the Client will be responsible for making his or her own assessment of such information obtained via the Services and the Client is advised to verify all relevant information and obtain independent legal advice before acting on any information contained in the Services or in RHBIB websites. RHBIB shall not be responsible for any decision made or action taken by the Client in reliance upon the Services and anything provided thereunder.
- 4.3 The Client acknowledges that whilst certain information provided through the Services has been independently obtained by RHBIB through sources RHBIB believes to be reliable, the Client agrees that such information has been provided for his or her convenience only and are not to be taken in substitution for the exercise of care, due diligence and judgment on the Client's part. In particular RHBIB accepts no liability whatsoever for any direct or consequential losses arising from the use of information provided by the Services.
- 4.4 In providing the Services to the Client, all warranties and obligations implied by the law are hereby excluded to the fullest extent permitted by the law.

## 5 LIMITATION OF LIABILITY

5.1 The Client hereby agrees as follows:-

- (a) RHBIB shall not be liable to the Client or any party having access to the Services for any claims, demands, losses, penalties, liabilities, costs, actions and / or expenses suffered and / or incurred by the Client or the other party in connection with and / or arising from these terms and conditions or the use of the Services, including without limitation any liability with regard to the content and any action resulting from participation in any discussion forum provided under the Services or from the Client's use of any communication by electronic means when communicating with RHBIB or other third parties, even if RHBIB had been advised of the possibility of such claims, demands, losses, penalties, liabilities, costs, actions and / or expenses.
- (b) RHBIB shall not be liable for any claims, demands, losses, penalties, liabilities, costs, actions and / or expenses suffered and / or incurred by the Client arising from and / or in connection with (i) causes not within RHBIB's control (including but not limited to interruptions due to internet connectivity, communication, system and / or equipment failure, loss of power, unauthorised access, theft, strikes or other labour problems); (ii) any delay, interruption, connectivity or intermittent problem in any Services due to the telecommunications service providers and / or network locality and / or any upgrading, migration and / or introduction of new trading platform(s) which may be effected by RHBIB from time to time; (iii) any communication and / or system failure, delay, breakdown or other malfunctions howsoever occasioned by the system and / or server connection between RHBIB and Bursa Securities.
- (c) Any liability of RHBIB to the Client arising from and / or in connection with the Services that is not excluded by this Clause 5.1(a) and 5.1(b) and the above Clause 4 howsoever arising whether in tort, contract or otherwise will not exceed the relevant monthly service fee paid by the Client for the use of the Services hereunder.

5.2 MOBILE DEVICE LIABILITY

In relation to the Mobile Services:

- (a) RHBIB disclaims any liability for any technical problems arising from the downloading of the Mobile Services application by the Client if it is done in a manner not in accordance with RHBIB's advice such as executing a download without first ensuring that the WAP facility in the mobile telephony device is activated.
- (b) RHBIB shall not be liable for any losses, distortion or corruption of data arising from the Client's mobile solutions and / or telecommunications provider(s) including but not limited to electromagnetic interference, equipment failure or congestion in the telecommunication systems.
- (c) RHBIB shall not be liable to the Client for any losses of profits arising from any malfunction, unauthorised use, cloning or defect in the mobile telephony device / SIM card or the loss of the mobile telephony device, SIM card or services or any part thereof for whatever reasons.
- (d) RHBIB shall not be liable in terms of any unavailability, inaccessibility and uninterrupted use of the Mobile Services as may be caused by the Client's mobile solutions provider.

## 6 PROPRIETARY RIGHTS

The Client agrees that the Services and anything provided thereunder are the property of RHBIB or RHBIB's Sources, as the case may be. The Client agrees not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate, modify or commercially exploit the Services and anything provided thereunder in any manner whatsoever without the prior written consent of RHBIB nor use the Services and anything provided thereunder for any illegal purpose.

## 7 CLIENT'S UNDERTAKING

- 7.1 The Client undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile or otherwise alter in any way whatsoever the Services and anything provided thereunder.
- 7.2 The Client represents that the following statements are true and agrees that the Client:
- (a) is bound by these Specific T&Cs;
- (b) will use the Information and the Service solely in connection with the Client's investment activities and not in connection with any trade or business activities;
- (c) is not (including not being an owner, partner or associated person) a securities broker or dealer, investment adviser, futures commission agent, commodities dealer, commodity trading adviser, member of a securities exchange or association or futures exchange;
- (d) has full capacity and authority to accept and agree to these Specific T&Cs, to open, maintain and / or continue to maintain all Account(s) from time to time opened and / or maintained and / or continued to be maintained with RHBIB;



- (e) is fully understand and is aware of the process for submission of orders and the laws, rules, and / or regulations governing such submission(s) via various channels including but not limited to Direct Market Access (collectively "DMA").

7.3 The Client agrees that RHBIB reserves the right:

- (a) to set limit and / or parameters and / or controls on the order, size, total exposure and / or types of contract that RHBIB considers appropriate in controlling the Client's access the DMA Service which may be amended or varied by RHBIB without notice and RHBIB shall have the right at any time to refuse the Client's order that does not fulfill the eligible criteria;
- (b) to remove or to reject any orders transmitted by the Client using the DMA Service at any time without notice as it deems fit and appropriate;
- (c) to discontinue accepting orders from Client using DMA Services at any time without notice.

## **8 CLIENT'S SOLE RISK**

8.1 The Client agrees that:-

- (a) the Services and anything provided thereunder shall not constitute or be construed as an offer, invitation or solicitation to buy or sell any securities;
- (b) all orders made by the Client through the Services and executed by RHBIB pursuant thereto are made at the Client's sole risk;
- (c) the Services shall be used solely for the Client's own purpose and shall not be extended for use by third parties;
- (d) the Client shall notify RHBIB not later than twenty-four (24) hours from the time the Client becomes aware of the existence of any of the following:-
  - (i) any losses or theft of its user identification, password and / or account number;
  - (ii) any unauthorised use of any of its user identification, password and / or account number;
  - (iii) any unauthorised use of the Services or anything provided thereunder;
  - (iv) any failure by the Client to receive a message through the Services that an order made by the Client through the Service has been received and / or executed; or
  - (v) any receipt of confirmation of business done in relation to an order which the Client did not place, or any similarly inaccurate or conflicting report or information.

If the Client fails to notify RHBIB accordingly, the Client must accept full responsibility for any consequences of such failure to notify RHBIB and that any report, information, contract note or any other document from RHBIB will be deemed to be correct and accepted by the Client.

## **9 CONFIDENTIALITY & CONFIRMATION OF TRADES**

- 9.1 The Client will be responsible for the confidentiality and for the use of the Client's user identification, password and account number. The Client accepts responsibility for all orders and other information entered through and under its user identification, password and account number and any orders and other information so received by RHBIB will be deemed to have been received from the Client.
- 9.2 Immediately after placing an order, the Client agrees to review the business done to ascertain that the said order was correctly received by the Services and that a transaction reference number has been issued. RHBIB does not guarantee that it cancels an earlier order.

## **10 FEES**

As consideration for the Client's access and utilisation of the Services hereunder, the Client agrees to pay service fees to RHBIB at the sum as notified by RHBIB to the Client from time to time, within fourteen days from the date of RHBIB's invoice or any other specified date as may be determined by RHBIB.

## **11 CONTINUING SECURITY ON ASSETS**

The Client agrees that RHBIB shall have a continuing security interest on the monies or securities in the Client's Account (s) with RHBIB to secure the timely payment of all sums owed by the Client to RHBIB hereunder and that RHBIB shall be at liberty to use or dispose such monies or securities in whatsoever manner to secure or satisfy the full payment of such overdue sums.

## **12 TAXES**

The Client shall pay all taxes payable by it for the use of the Services, if any.

## **13 RESTRICTION IN USE OF SERVICES**

- 13.1 The Client shall not be entitled to use the Services hereunder if there exists any restriction in the Client's Account(s) either imposed by RHBIB or by any lawful authorities, including but not limited to cash up-front restrictions.
- 13.2 RHBIB shall not be responsible for any failure by the Client to gain access to the Services arising out of any restrictions imposed on the Client's account.
- 13.3 Access to the Services may be limited or unavailable during periods of peak demands, market volatility, system upgrades, maintenance or for other reasons. If the Services are unavailable or delayed at any time, the Client agrees to use alternative means to place his or her orders such as calling the DR or visiting its office. RHBIB will not be liable to the Client if the Client is unable to access his or her account information or request a transaction through the Services for any of the said reasons.

## **14 DEPOSIT**

- 14.1 RHBIB reserves the right to request the Client to place monies or securities as deposit prior to the execution of any transaction through the Services. It shall be in the absolute discretion of RHBIB to determine the amount of deposit payable and the time and manner for the placement of such deposit by the Client.

14.2 RHBIB shall not be held responsible or liable for any failure by the Client to gain access to the Services arising out of the Client's failure, refusal or delay to place such deposit.

## 15 INDEMNITY

The Client hereby agrees that it shall indemnify and keep RHBIB indemnified against any claims, demands, penalties, losses, liabilities, costs, actions and / or expenses (including but not limited to solicitor's fees) arising from and / or in connection with this agreement including the Client's access / use of the Services or out of the breach of the Client of the terms of this agreement. This obligation to indemnify RHBIB shall survive the termination of this agreement.

## 16 TERMINATION

16.1 RHBIB may at any time forthwith terminate this agreement without notice to the Client for any reason whatsoever and RHBIB shall not be liable to the Client for any claims, demands, penalties, losses, liabilities, costs, actions and / or expenses suffered and / or incurred by the Client out of such termination, save and except that RHBIB shall refund on a prorated basis any monthly service fee which has been paid to RHBIB by the Client in respect of the unexpired period.

16.2 The Client may terminate the provision of the Services by giving written notice to RHBIB whereupon RHBIB shall, within seven (7) market days from the date of receipt of the said notice, do all that is necessary to effect the said termination.

## 17 VIRUS

17.1 RHBIB shall not be liable or responsible for any claims, demands, penalties, losses, liabilities, costs, actions and / or expenses suffered and / or incurred by the Client arising from and / or in connection with any computer and / or mobile virus contracted by the Client's computer system and / or mobile telephony device, as the case may be, whilst accessing or utilizing the Services or downloading anything provided thereunder.

17.2 The Client shall forthwith notify RHBIB of any computer and / or mobile virus affecting the Client's computer and / or mobile telephony device.

## 18 OTHER TERMS

18.1 These terms and conditions shall be read together with the General Terms and Conditions of the Application Form and with any other agreements signed between the Client and RHBIB including any Margin Agreement between the Client and RHBIB.

18.2 In the event of inconsistency between these terms and conditions and the General Terms and Conditions, these Specific T&Cs shall prevail in governing the online trading services.

## C) CROSS BORDER TRADING RISK DISCLOSURE STATEMENT

- 1 I / We understand the nature and risks associated with dealings in securities ("Securities") listed in Recognized Exchanges and I / we shall assume full responsibilities for all the dealings executed under my / our trading account(s).
- 2 I / We acknowledge and accept that RHBIB is entitled at its absolute and sole discretion to appoint a correspondent broker for execution purposes and / or to appoint a custodian for the purposes of holding the Securities purchased by me / us and facilitating my / our trading in the Recognized Exchanges and that I / we shall be bound by any terms and conditions of agreements executed between RHBIB and such correspondent broker or custodian so appointed for such purposes. That I / we further agree to indemnify RHBIB from being liable for any losses, claims, damages, costs or expenses suffered and incurred by RHBIB in respect of such appointment(s).
- 3 I / We agree that I / we shall abide by RHBIB's policies, all applicable rules and regulations including but not limited to the relevant constitutions, laws, rules, regulations, by-laws, customs and usage of the relevant Recognized Exchanges and / or Bursa Rules as amended from time to time governing the transactions and settlements in Securities, appointment of correspondent broker, appointment of custodian including but not limited to holding of Securities outside Malaysia. That I / we further agree to comply with any governmental / foreign government authorities, the foreign exchange control laws, and make all the necessary approvals and / or make the necessary registration required in relation to, including but not limited to Bank Negara Malaysia and / or the central bank or any other relevant authorities from time to time and submit to the non-exclusive jurisdiction of the courts where the Recognized Exchanges operate as the case may be. I / We agree that RHBIB shall not be liable to me / us as a result of any action or inaction taken by RHBIB or its agents to comply with any such laws, rules, regulations, by-laws, customs, practices and usage of the relevant Recognized Exchanges and / or Bursa Rules, including without limitation any liquidation in whole or in part of my / our position in my / our Account(s) (defined as trading account(s), and / or Central Depository System ("CDS") account).
- 4 I / We shall authorise the officers, employees or DR of RHBIB to furnish any information in relation to or arising out of or in connection with my / our Account(s) as a result from dealings in Securities listed in the Recognized Exchanges to Bursa Securities, any other regulatory bodies whether in Malaysia or elsewhere, any or all of RHBIB's parent company, affiliates and / or subsidiaries, any custodian or correspondent broker so appointed or foreign authorities at any time from time to time without first obtaining my / our consent.
- 5 I / We agree that my / our ability to trade in Securities is restricted to days when both Bursa Securities and the relevant Recognized Exchanges are opened for trading ("restricted trading days") (only applicable for phone-in orders).
- 6 I / We agree that in the event Bursa Securities is closed for trading but not the relevant Recognized Exchanges, I / we agree that the settlement for the sales executed for Securities listed on the Recognized Exchanges to be made on the following market day when Bursa Securities is opened for trading. I / We further agree to comply with the rate of exchange applicable when Bursa Securities resumes trading (only applicable for online orders).
- 7 I / We further agree to pay promptly to RHBIB any fees or other charges which may be imposed by Bursa Securities or the Recognized Exchanges or clearing organisation, including but not limited to any taxes, fines or penalty imposed by any competent authority on any account opened or transaction so effected by me / us and any interest due and payable to RHBIB at the prevailing rate prescribed by RHBIB. I / We further acknowledge that RHBIB has the right to deduct from my / our trading account(s), an amount for the purpose of withholding tax in relation to my / our transactions, as required by the relevant foreign regulators / government bodies. I / We agree that RHBIB will calculate

the value of my / our transactions in the Securities in Ringgit Malaysia using such exchange rate as RHBIB may determine in its discretion. All transactions in the Securities for my / our trading account(s) shall be settled in Ringgit Malaysia or, any other currencies requested by me / us provided it is approved by the relevant authorities and agreed by RHBIB, at a rate of exchange determined by RHBIB.

- 8 I / We acknowledge and accept that RHBIB may at its absolute discretion determine and vary the available limit for the purposes of my / our dealing in the Recognized Exchanges and I / we further agree that RHBIB shall have the right at any time to refuse my / our order(s) or limit the purchase(s) / sale(s) ordered by me / us. That I / we further acknowledge that RHBIB reserves the right to restrict my / our dealing(s) in particular Securities on a particular Recognized Exchange without notice and without having to give reasons.
- 9 I / We acknowledge that in trading in Securities listed on the Recognized Exchanges, there may be delays in stock quote(s) and execution of order(s) via the correspondent broker. Whilst RHBIB will take reasonable care to mitigate any such delay, I / we agree that neither RHBIB nor any of its officer(s), agent(s) or employee(s) shall be liable for the accuracy, completeness and timeliness of the information or execution or for any decision made or action taken by me / us in reliance upon the information provided or for any interruption of any data or information unless it is caused by fraud, gross negligence or willful default of RHBIB.
- 10 I / We acknowledge that if I / we do not pay for any Securities by the settlement date of the purchase contract, RHBIB has the right to liquidate and impose charges on any or all of these transaction(s) without notice to me / us. RHBIB may but need not exercise this right on any day after the day on which the right to liquidate first arose. I / We agree that RHBIB will not be liable to me / us with respect to securities purchase transaction(s) on which I / we have defaulted on for any losses suffered by me / us as a result of any fall in the market price of the Securities between the first day the right to liquidate arose and the day it actually sells the Securities.
- 11 I / We acknowledge that contra deal(s) in respect of earlier purchase contract(s) shall only be allowed at the absolute discretion of RHBIB and subject to the laws, regulations and rules of the Recognized Exchanges. I / We agree that RHBIB shall not be liable for any losses, claim, damage, cost or expense suffered or incurred by me / us, or profit or advantage of which I / we may be deprived of, which arises from RHBIB's refusal to allow me / us to conduct contra deal(s) regardless of whether such contra deal(s) are permitted under the rules of the Recognized Exchanges.
- 12 I / We acknowledge that RHBIB may on the terms set out below hold all Securities purchased for me / us either directly or through a nominee or custodian (who may affect such holding through a sub-nominee or sub-custodian). Such nominee / custodian and / or such sub-nominee / sub-custodian may or may not be within Malaysia and in the latter case, I / we hereby consent to RHBIB having absolute discretion in their appointment or approval in their appointment. All costs associated with the holding of the Securities by any of them shall be for my / our Account(s). Accruals with respect to any and all Securities so custodied, if in money form, shall be held or accounted for in its original currency of receipt converted into Ringgit Malaysia (as RHBIB thinks fit) and credited into my / our Account(s).

I / We agree that the duties provided by RHBIB as custodian of the Securities purchased for me / us shall be:

- 12.1 to hold or procure to be held to its order all documents evidencing ownership of the Securities and identity in its books that all Securities belong to me / us;
  - 12.2 to procure that all Securities other than bearer securities are registered in the name of RHBIB or such nominee / custodian or sub-nominee / sub-custodian which has been appointed. In these circumstances, the Securities will still be held in such a way that it is readily apparent that the Securities are not the property of RHBIB or any nominee / custodian or sub-nominee / sub-custodian (as the case may be). The Securities may be registered collectively with Securities of other clients of RHBIB in the same name on an aggregate or omnibus basis and where so registered, my / our entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records although RHBIB and / or its delegate will maintain records such that it will be readily apparent the degree of my / our interest in the commingled Securities so collectively held but on my / our express understanding and agreement that where such commingling and aggregation of my / our Securities with that of other persons results in entitlements which otherwise without such commingling or aggregation would not have accrued to the Securities, RHBIB has full discretion as to the allotment of such entitlements as amongst its clients as it deems fit;
  - 12.3 to use its reasonable endeavours to collect and receive entitlements including income and other monies due with respect to the securities provided that I / we acknowledge and accept that RHBIB (whether directly or through any delegate or agent) shall have no duty or responsibility but is entitled, if it chooses to:
    - (a) exercise or discharge any obligations conferred or imposed by reason of RHBIB's holding of the Securities or to investigate, participate or take any affirmative action in connection therewith or otherwise;
    - (b) send or give notice of any proxy form or other document which RHBIB may receive in respect of the Securities;
    - (c) recognize any claim in the nature of a trust or equitable claim by anyone other than me / us in respect of the Securities or any part thereof.
  - 12.4 to credit to my / our Account(s) with all income and other payments received by RHBIB under paragraph (12.3) above;
  - 12.5 to sign, execute and / or complete such document(s), certificate(s) or form(s) from time to time required for fiscal and taxation purposes in connection with the collection of income from the Securities; and
  - 12.6 to keep or (to the extent reasonably practicable) procure to be kept by any nominee / custodian or sub-nominee / sub-custodian (as the case may be), such book(s), record(s) and statement(s) in retrievable form, as may be necessary to provide an adequate record of all Securities held and transactions carried out by or on behalf of me / us.
- 13 I / We agree that RHBIB shall not be liable for any losses, claims, damages, costs or expenses suffered or incurred by me / us, or profit or advantage of which I / we may be deprived, which arises from or in connection with:
    - 13.1 the manner in which my / our Securities are held hereunder or the manner in which monies received or intended to be received are dealt with or the manner in which proxy form(s) or other document(s) and notice(s) in relation to the Securities are dealt with;
    - 13.2 the loss, theft or destruction of, or any damage to, any of the Securities or certificate(s) relating thereto;
    - 13.3 the performance or non-performance of RHBIB,except insofar as the same arises as a result of the fraud, gross negligence and / or willful default of RHBIB.

- 14 I / We acknowledge that whilst RHBIB will use reasonable care in the selection of any nominee, custodians, agent or delegate, RHBIB shall not be liable for any losses, claims, damages, expenses or liabilities suffered or incurred by me / us, or profit or advantage of which I / we may be deprived of, which arises from or in connection with:-
- 14.1 the insolvency of any nominee, custodian, sub-nominee or sub-custodian; or
- 14.2 any act or omission of any nominee, custodian, sub-nominee or sub-custodian,
- except insofar as the same arises as a result of the fraud, gross negligence and / or willful default of RHBIB.
- 15 RHBIB shall not be liable for any act, omission or insolvency of any entity providing central depository, clearing and / or settlement facilities and / or any entity appointed to perform any obligations as stated herein.
- 16 RHBIB shall not be liable or have any responsibility to me / us for any losses or damages incurred or suffered by me / us if the performance of RHBIB's obligations is interrupted, delayed or prevented by circumstances, acts or events beyond its control. This shall include but not be limited to industrial disputes, acts or regulations of any governmental authorities or stock exchanges or breakdown, failure or malfunction of telecommunications or computer service or systems.
- 17 I / We agree that:
- 17.1 any transfer of Securities from my / our Account shall be at my / our cost of and subject to RHBIB's prior consent and to the laws, regulations and rules of the relevant jurisdiction;
- 17.2 RHBIB shall at all times have a general lien over any and all Securities held by RHBIB for me / us as security for any outstanding obligation owed by me / us to RHBIB. RHBIB may at all times exercise this lien by effecting a sell out of any or all of such Securities and apply the net proceeds towards settlement or discharge of my / our obligations to RHBIB.

## **D) STRUCTURED WARRANT RISK DISCLOSURE STATEMENT**

Structured warrants means individually or collectively as the context may require, call warrants, put warrants, basket warrants, bull equity-linked structures or such other structures that may be specified by Bursa Securities from time to time.

- 1 This statement is provided to you in accordance with the directive of the Committee of the Bursa Securities dated 6 December 1994 pursuant to Article 50 (c) of the Articles of Bursa Securities, which remains in force in accordance with Rule 102.1 (6) of the Rules of Bursa Securities.
- 2 The purpose of this statement is to inform you that the risk of loss in purchasing structured warrants, including BULL Equity-linked investments (Bull ELS / ELI) can be substantial. You should therefore assess if the purchase of structured warrants is suitable for you in light of your financial circumstances. In deciding whether to purchase structured warrants you should be aware of the following:
- 2.1 The purchase of a structured warrant is subject to the risk of losing the full purchase price of the structured warrant and all transaction costs;
- 2.2 In order to realize any value from a structured warrant, it is necessary to sell the structured warrants or exercise the structured warrants on or before their expiry date;
- 2.3 Under certain conditions, it may become difficult to sell the structured warrants;
- 2.4 Upon exercise of the structured warrants, the issuer may settle its obligations via actual delivery of the underlying assets, in cash or a combination of both depending on the terms of the issuer of the structured warrants;
- 2.5 Placing a contingent order, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amount. Market conditions may not make it possible to execute such orders; and
- 2.6 The high degree of leverage that is obtainable from structured warrants (excluding Bull ELS) because of the small initial outlay can work against you as well as for you. The use of leverage can lead to large losses as well as gains.
- 3 This brief statement cannot disclose all the risks and other aspects of purchasing structured warrants. You should therefore carefully study the terms and conditions of any structured warrant before you decide to purchase. If you are in doubt about any aspect of this statement or the terms of a structured warrant, you should consult your respective DR and / or RHBIB.
- 4 I / We hereby declare that:
- 4.1 I / We am / are not a director(s), substantial shareholder(s) or chief executive officer(s) of RHBIB (Issuer) or RHB Capital Berhad, whether in name or as a nominee(s); and
- 4.2 I / We am / are not an associate of a director(s), substantial shareholder(s) or chief executive officer(s) of RHBIB or RHB Capital Berhad, the term "associate" being any one of the following:
- (a) a member of the director's, substantial shareholder's or chief executive officer's family, which family shall have the same meaning as that defined under Section 122A of the Companies Act 1965;
- (b) a trustee of a trust (other than a trustee for an employee share scheme or pension scheme) under which the director, substantial shareholder, chief executive officer or a member of the director's, substantial shareholder's or chief executive officer family is a sole beneficiary;
- (c) a partner of the director(s), substantial shareholder(s) or chief executive officer(s), or a partner of a person connected with that director(s), substantial shareholder(s) or chief executive officer(s);
- (d) a person who is accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the director, substantial shareholder or chief executive officer;
- (e) a person in accordance with whose directions, instructions or wishes the director(s), substantial shareholder(s) or chief executive officer(s) is accustomed or is under an obligation, whether formal or informal, to act;

- (f) a body corporate or its directors which / who is / are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the director(s), substantial shareholder(s) or chief executive officer(s);
- (g) a body corporate or its directors whose directions, instructions or wishes the director(s), substantial shareholder(s) or chief executive officer(s) is accustomed or under an obligation, whether formal or informal, to act;
- (h) a body corporate in which the director(s), substantial shareholder(s), chief executive officer(s) and / or persons connected with him are entitled to exercise, or control the exercise of, not less than 15% of the votes attached to voting shares in the body corporate; or
- (i) a body corporate which is a related corporation.

## E) EXCHANGE-TRADED FUNDS RISK DISCLOSURE STATEMENT

- 1 The purpose of this statement is to inform you as the Client that the risk of loss in purchasing Exchange-Traded Funds ("ETFs") can be substantial. You should therefore assess if the purchase of ETFs is suitable for you in light of your investment objectives and financial circumstances. In deciding whether to purchase ETFs, you should be aware of the following:
  - 1.1 **Market Risk:** The ETF's net asset value ("NAV") is subject to price movement and market volatility. Your trading position in the ETF may suffer a loss if the market goes against you.
  - 1.2 **Liquidity Risk:** You may find it difficult to exit your position in the event that trading volume is low.
  - 1.3 **Tracking Error:** ETF's NAV may not track closely the benchmark index.
  - 1.4 **Mispricing Risk:** Market price of the ETF may trade at a premium or discount to its NAV.
  - 1.5 **Foreign Exchange Risk:** In the case of foreign index constituents, you may be exposed to fluctuation in the currency exchange rate.
  - 1.6 **Creation and Redemption:** You may not successfully create or redeem ETF units through a participating dealer, who is under no obligation to do so on your behalf.
  - 1.7 **Past Performance:** Past performance is not necessarily indicative of future results. Future returns are not guaranteed, and a loss of original capital may occur.
- 2 This brief statement cannot disclose all the risks and other aspects of purchasing ETFs. You should therefore carefully study the terms and conditions of any ETF before you decide to purchase. If you are in doubt in relation to any aspect of this statement or the terms of ETFs, you should consult your respective independent financial adviser, legal adviser, DR and / or RHBIB.

## F) DECLARATION AND ACKNOWLEDGEMENT FOR DAY TRADING ACTIVITIES

I/We hereby request for the day trading activities and in consideration thereof, I/we agree to abide by the following terms and conditions stated herein:

1. Day trading activities applies to trade of particular securities where the outstanding purchase positions are settled against sales positions of the same securities when the purchase and sales transactions are transacted on the same contract date subject to Clause 4 and/or 5 herein mentioned below.
2. The minimum brokerage rate payable for the day trading activities shall be calculated at 0.15% of the contract value or the minimum fixed brokerage below, whichever is the higher:-
  - i. RM 2.00 on transaction of loan instruments.
  - ii. RM28.00 or any other amount approved by the Management on any other online transactions.
  - iii. RM40.00 on any other transactions via phone order.

Amount quoted above is exclusive of any tax including but not limited to Goods and Services Tax or its equivalent imposed and / or to be imposed by authorities.
3. This rate is also not applicable to institutional accounts where brokerage rates are negotiable, inter-broker accounts as well as external margin financing accounts.
4. The determination of the contracts for day trading activities under Normal Trading Account and / or Normal Trading Account with Discretionary Financing Facilities (DF) shall be defaulted to the contra sequence elected by the DR / Client in the "Day Trading Activities Request Form" and / or "Account Opening Application Form"
5. The determination of the contracts for day trading activities under Margin Trading Account shall be in the contra sequence as defaulted by RHBIB.
6. RHBIB is at liberty to impose charges that shall include but not limited to holding charges on any outstanding position at the rate to be determined and/or revised by the RHBIB at its sole discretion from time to time.
7. I/We further confirm herein that I/we shall continue to be bound by the terms and conditions of the Trading Account(s) opened with you and the trading of securities shall be subject to any terms and conditions imposed and/or to be imposed and/or revised by RHBIB at its sole discretion with or without notice

## G) DECLARATION AND ACKNOWLEDGEMENT FOR TRADING ON CASH UPFRONT BASIS

In consideration of RHBIB agreeing to my / our request, I / we hereby agree to be bound by the following specific provision for trading on cash upfront basis:

### 1 TERMS AND CONDITIONS

- 1.1 That I / we agree to abide by the terms and conditions governing the Cash Upfront Trading Account and in addition, all the terms and conditions of the Account Opening Application Form that I / we have executed, including the Rules and Regulations, Authorisation, Covenants, Disclosures and Undertaking as stated in the Account Opening Application Form that I / we have executed with you in respect of the above Cash Upfront Trading Account shall be applicable and any additions or amendments that may be effected from time to time in relation to the Cash Upfront Trading Account.

- 1.2 That I / we agree and acknowledge that the above Cash Upfront Trading Account can be used for the purpose of online transactions and accordingly, all provisions pertaining to the "Specific Terms & Conditions for Online Trading Services" shall be applicable. I / We further agree that the provisions pertaining to the "Restriction In Use Of Services" and "Deposit" with the specific provision for trading on a cash upfront basis are applicable.

## **2 BROKERAGE**

- 2.1 That I / we acknowledge and accept that the brokerage rate payable in respect of the purchase transactions shall be on a fully negotiable basis and subject to a minimum brokerage rate as determined by the authorities or otherwise.
- 2.2 That I / we further acknowledge and accept that in respect of sale transactions, the prevailing brokerage rate is still applicable.
- 2.3 That I / we also acknowledge and accept that the above brokerage rates may be amended from time to time (by the authorities or otherwise) and I / we agree to abide by the said amended brokerage rates.

## **3 TRADING AND SETTLEMENT**

- 3.1 That I / we acknowledge and accept that the trading limit for the Cash Upfront Trading Account shall be RM1 trading limit to RM1 deposit or such other trading limit to be determined by you from time to time.
- 3.2 I / We agree to deposit cash / cheque / bank draft / cashier's order to your bank account details of which are provided by you from time to time and undertake to provide to you, the deposit slip and / or any other relevant documents as proof of deposit / payment prior to the execution of any order(s) to purchase.
- 3.3 That I / we further agree that in the event that payment is made by cheque or bank draft or cashier's order, the transaction(s) under the said account can only be executed upon you being notified by the relevant parties of the clearance of the said cheque, bank draft or cashier's order (where applicable).



**RHB INVESTMENT BANK BERHAD** 19663-P  
(A Participating Organisation of Bursa Malaysia Securities Berhad)  
(A Trading Participating of Bursa Malaysia Derivatives Berhad)

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