



DMA Online Application Form

Client Information

RHB F&O Branch:

Name:

Identity Type:

Identity Number: (e.g.:123456121234)

Futures Trading No.:

Nationality:

Client Email Address:

Contact No.:

Mother's Maiden Name:

Where is Your Hometown:

Preferred Trading Platform: (Ayers/QST/CQG)

Terms and Conditions

Terms and Conditions of the DMA services and Market Data Subscription Agreement

Please ensure that your particulars (Contact Number and Email Address) are the same as the information that you provided to RHB Investment Bank Berhad. Otherwise, please contact your respective Futures Broker's Representative to update your latest personal particulars.

I/We hereby declare that:

- a) I/We fully understand and agree to abide with the Terms and Conditions and any amendments thereof for the use of DMA Service provided by RHBIB.
- b) I am/We are familiar with the functions and features available on the DMA service platform that is provided by RHBIB.
- c) I/We have knowledge of the rules and laws in relation to trading on the Market.
- d) I/We have read and fully understand the Synthetic Orders Information Pack, where applicable.
- e) I/We have at least three (3) months Futures Trading experience.

Signature of Client (Individual)

Checked by

Please e-mail to futures.sett@rhbgroup.com
(Please do not send or cc the completed form to your licensed remisier or dealer representative)

D) DIRECT MARKET ACCESS TERMS AND CONDITIONS

1 DEFINITION

"Terms and Conditions"	the terms and conditions as stated herein governs the terms for trading in Derivatives;
"Applicable Regulations"	means (1) Capital Markets and Services Act, 2007 ("CMSA") or any applicable laws, rules and regulations of the relevant regulatory authorities governing the activities of trading in Contracts as defined in the Terms and Conditions; and (ii) the Rules of the relevant Exchange or Specified Exchange; as are in force from time to time;
"RHBIB"	means RHB Investment Bank Berhad;
"Derivatives"	as defined in the General Terms and Conditions;
"Client"	as defined in the General Terms and Conditions;
"Trading's Account"	means the client's account described in the General Terms and Conditions for trading in Derivatives;
"DMA Service"	means any dealing, order routing or other services that is subject to the DMA T&C provided from time to time by RHBIB to the Client via the internet, electronic means or otherwise;
"DMA T&C"	means the terms and conditions governing the dealing, order routing or other DMA Services transacted via the DMA Service;
"Exchange"	as defined in the Terms and Conditions;
"Software"	means all computer programs (and any components thereof) which is part of the DMA Service made available by the system vendor(s) appointed by RHBIB.
"System"	means all computer hardware and software, equipments, network facilities and other resources and facilities needed to enable the Client to access the DMA Service;
"Users"	means persons authorised by the Client to use the DMA Service.

2 CLIENT'S RISK

The Client acknowledges and agrees that:

- 2.1 all decisions and / or orders made through the DMA Service are at the Client's sole risk and any instructions received by RHBIB vide the DMA Service, RHBIB shall deem that such instruction is a valid instruction and is irrevocable and RHBIB is not obliged to enquire into the validity of any such instructions received and / or to take any steps to reject it unless so required by the Applicable Regulations.

- 2.2 if, for any reasons, RHBIB is not able to complete the transactions through the DMA Service, RHBIB may, without obligation, provide the Client with further information advising the Client other alternative means of transaction. However, the Client accepts and agrees not to hold RHBIB liable should RHBIB fail or delay in informing the Client of the alternative mode.
- 2.3 unless otherwise indicated or agreed, any prices shown on the DMA Service or elsewhere on RHBIB's behalf are indicative at the time shown and are based on data that is subject to constant change. The execution price is that which is confirmed to the Client on the confirmation issued (whether on-screen or otherwise) after the Client order is executed and this price may, in certain cases, differ from the price appearing on the screen at the time the offer was made.
- 2.4 although RHBIB uses reasonable endeavors to ensure that the DMA Service remains accessible, there are risks in trading through the DMA Service. The Client's access to the DMA Service cannot be assured in all circumstances as a result of communications and / or System failure, breakdown or other malfunction, including, without limitation, errors in computer programs and telecommunication systems. This System failure may result in, among other things, a delay in telecommunication to the Client, interrupted DMA Service, faults, inaccuracies in the provision of DMA Service or inaccuracies in general.
- 2.5 RHBIB shall not be liable for any losses, costs or other charges that the Client may incur or suffer arising from price fluctuations or otherwise during any period of unavailability of the DMA Service.
- 2.6 the Client understands and agrees that, depending on the jurisdiction where the Client access the DMA Service, not all Exchange, products or features of the DMA Service may be made available to the Client, if prohibited by local law or otherwise.
- 2.7 the DMA Service is not RHBIB's proprietary system and has been licensed to RHBIB by the system vendor. Accordingly, RHBIB does not in any way endorse or recommend the DMA Service, and the Client's use of the DMA Service is at all times by the Client's own choice and risk.
- 2.8 the electronic nature of the DMA Service and the inherent risk that communications by electronic means may not reach their intended destination or may do so later than intended for reasons outside RHBIB's control; and
- 2.9 the provision of the DMA Service may involve information being transmitted over the internet and / or other means of telecommunication tools including but not limited to leased lines. RHBIB take reasonable steps to avoid information being intercepted and read by third parties; however, it is not always possible to avoid someone other than RHBIB gaining access to information about the Client and the Client's dealings with RHBIB.

3 CLIENT'S RESPONSIBILITY FOR USE OF THE DMA SERVICE

- 3.1 The Client or Users shall enter orders and trade in compliance with the Applicable Regulations and / or any amendments to the Applicable Regulations.
- 3.2 The Client or Users will access the DMA Service solely for the Client's to trade for Derivatives and the Client or Users shall not utilize the DMA Service for any other purposes or business activities.
- 3.3 The Client hereby expressly authorises each Users to act for and on the Client's behalf when accessing and / or utilising the DMA Service.
- 3.4 The Client shall accept all responsibilities for trading using the DMA Service and for any trading or other decisions made by the Client or Users.
- 3.5 The Client is to ensure all Users are trained (at the Client's own costs), qualified and authorised to transact any Derivatives by accessing the DMA Service.
- 3.6 The Client shall ensure that all Users are familiar with and adhere to the DMA T&C and the operation of the DMA Service. The Client hereby expressly authorises each Users, on the Client's behalf, to receive information about the DMA Service and to accept any changes to the DMA T&C and all other relevant terms and conditions of operation.
- 3.7 The Client agrees and acknowledges that every person accessing the DMA Service (whether or not such person is, in fact, a duly authorised Users) will be deemed by RHBIB to be authorised to act on the Client's behalf and that the Client is responsible for all transactions executed under the Client's Trading Account.
- 3.8 The Client is to ensure all Users are being informed of any verbal instructions or directions given by RHBIB from time to time in respect of trading using the DMA Service.
- 3.9 The Client is responsible for providing and maintaining the means by which the Client accesses the DMA Service including all equipment and networks and to ensure that no computer viruses, worms, malicious software or similar items are introduced into the hardware or software while accessing the DMA Service.
- 3.10 The Client is advised to maintain alternative method(s) to receive data, to convey or route orders and to receive reports or confirmations in the event the DMA Service is unavailable.
- 3.11 The Client agrees that the Client will not supply, show or make available or permit to be supplied, shown or made available any Exchange data to any third party in any manner without the prior written approval from RHBIB and that the Client will comply in full with the terms and conditions set out in any additional terms and conditions required by the RHBIB or the Exchange.

4 RHBIB'S AUTHORITY

- 4.1 RHBIB reserves the right to reject the Client's application for DMA Service without assigning any reason whatsoever.
- 4.2 RHBIB has the right to set limits and / or parameters or other controls on the order and size, total exposure or types of Derivatives that RHBIB considers appropriate to control the Client's ability to access the DMA Service which maybe amended or varied by RHBIB without notice.
- 4.3 RHBIB has the right to refuse any orders transmitted by the Client using the DMA Service at any time without notice.
- 4.4 RHBIB reserves the right to make such modifications, improvements or additions to the DMA Service or any part of parts thereof as RHBIB may deem fit. RHBIB will give the Client the notice of such modifications, improvements or additions.
- 4.5 RHBIB has absolute right to suspend, discontinue or withdraw temporarily or permanently or amend all or any part of the DMA Service and / or DMA T&C at any time or to summarily terminate the DMA Service for any of the following reasons (including but not limited to):
- (a) where the Client is in breach of any terms of the Terms and Conditions and the DMA Service or any other Terms and Conditions with the RHBIB (including any Exchange agreement) or with RHBIB's subsidiaries and / or associated companies and / or when RHBIB believes or have been informed on reasonable authority that the Client are not in compliance with the Applicable Regulations;
 - (b) where RHBIB reasonably believes that it would be in the Client's or interests to do so or in response to an action by the Exchange and / or the relevant regulatory authority; and / or
 - (c) where RHBIB is unable to provide the DMA Service due to a withdrawal, defect in or failure of:
 - (i) systems owned or operated by RHBIB or any third party; and / or
 - (ii) network, communication or computer systems owned or used by the Client; and / or
 - (iii) RHBIB's network link to any Exchange.

5 THE RHBIB'S LIABILITY TO THE CLIENT

- 5.1 Without prejudice to any other term(s) of the Terms and Conditions and the DMA T&C relating to the limitation of liability, RHBIB will have no liability to the Client in relation to any loss or damage that the Client may suffer, whether directly or indirectly, as a result of any delay or defect in or failure whilst accessing the DMA Service.

- 5.2 RHBIB will have no liability to the Client, whether in contract or in tort, including negligence, in the event that any viruses, worms, malicious software or similar items are introduced into the Client's system via the link to the DMA Service or RHBIB's other software, provided that RHBIB has taken reasonable steps to prevent such introduction.
- 5.3 In no event will RHBIB be liable for any special, indirect, incidental, punitive or consequential loss or damage (including, without limitation, loss of business, loss of profit, failure to avoid a loss, loss or corruption of data, loss of goodwill or reputation or wasted management time) that may be incurred or experienced by the Client pursuant to the use of the DMA Service, even if RHBIB had prior knowledge or notice of the possibility of such damages arising.
- 5.4 Unless expressly stated otherwise in the DMA T&C, the DMA Service is provided to the Client on an 'as is' basis at the Client's sole risk and RHBIB makes no representation or warranty, express or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose, to the Client regarding the DMA Service, nor do RHBIB warrants that the operation of the DMA Service will be uninterrupted or entirely error free.
- 5.5 RHBIB, Bursa Malaysia Derivatives Berhad ("BMDB") and Bursa Malaysia Berhad ("BMB") (including its related companies, directors, connected parties and / or their employees) make no representation and / or warranty, express or implied or statutory, in respect of the DMA Service and / or the OMS Services.
- 5.6 In no event shall RHBIB, BMDB and / or BMB be liable for any claim or demand, whatsoever and howsoever arising, in relation to the DMA Service and / or the OMS Services, save in the case of fraud and willful default by RHBIB, BMDB and / or BMB. For the avoidance of doubt, RHBIB, BMDB and / or BMB shall not be liable for any losses or damages caused as a result of any inability to trade or curtailment of any trading opportunities howsoever arising, including, but not limited to the failure, malfunction and / or breakdown of the DMA Service and / or the OMS Services.

6 LOGIN NAMES AND PASSWORDS

- 6.1 In connection with the DMA Service, the RHBIB may give the Client a login name(s) and / or password(s). The Client accepts full responsibility for the use and protection of this login name(s) and password(s).
- 6.2 The Client agrees that RHBIB is unable to know whether someone other than the Client is accessing RHBIB's DMA Service when using the Client's login name(s) and password(s). It is the Client's obligation to maintain the Client's authorized Users' access to the DMA Service confidential and the Client is solely liable for the use of the DMA Service by anyone accessing it with the Client's login name(s) and password(s).

7 RESTRICTION IN USE OF DMA SERVICE

The Client acknowledges that access to and use of all or part of the DMA Service may be restricted or prohibited by the Applicable Regulations in certain jurisdictions. The Client acknowledges that RHBIB is not in a position to provide advice on any such restrictions and prohibitions. The Client undertakes that the Client and any Users acting on the Client's behalf is familiar with and adhere to such applicable restrictions and / or prohibitions.

8 TITLE AND LICENCES

- 8.1 The DMA Service may include software provided by the system vendor(s) appointed by RHBIB. The Client and its Users will not, in any circumstances, obtain any titles and / or interest including rights in intellectual property in the Software and databases contained in the DMA Service.
- 8.2 The Client may use the Software or databases contained in the DMA Service solely to the extent necessary for the use of the DMA Service in accordance with the DMA T&C. The license is personal, non-exclusive, non-transferable and will expire on the termination of the DMA Service for any reason. In particular (including but not limited to):
 - 8.2.1 the Client may not sell, lease, sub-licence, store, retransmit, redistribute, reproduce or provide, directly or indirectly, the whole or any part of the DMA Service or Software to any third party;
 - 8.2.2 the Client may not amend, modify, reverse engineer, decompile, disassemble or re-engineer the Software in any way otherwise than in connection with the normal use of the DMA Service.
- 8.3 If RHBIB makes available to the Client any equipment in connection with the DMA Service:
 - 8.3.1 the equipment will remain RHBIB's property;
 - 8.3.2 RHBIB will be responsible for the maintenance of the equipment but the Client will pay RHBIB's costs of such maintenance where the maintenance has been made necessary by any of the Client's acts or omissions; and
 - 8.3.3 the Client will return all equipment to RHBIB upon termination of the DMA Service, in accordance with RHBIB's reasonable instructions.

9 NON LIABILITY ON 3RD PARTY WEBPAGES AND PRODUCTS

The use of any third party products, services, websites or networks is not an endorsement of such products, services, the websites or networks. RHBIB may allow the Client to access websites and networks provided by persons other than RHBIB, RHBIB's subsidiaries and / or the associated companies via a hypertext or other link. RHBIB accepts no responsibility or liability of any kind in respect of any materials on any websites or networks.

10 MAINTENANCE, MODIFICATIONS AND UPGRADES

- 10.1 The Client will be responsible for the provision of all equipment and network DMA Services necessary for carrying out electronic trading with RHBIB using the DMA Service. When the Client install the Software the Client will be responsible for ensuring that the Software is compatible with the Client's system.
- 10.2 The Client will be responsible for all maintenance and support DMA Services required in order for the Client to gain access to the DMA Service, with the exception of maintenance and support DMA Services relating to the Software.
- 10.3 The Client will, from time to time, run such tests and provide such information to RHBIB as RHBIB reasonably considers necessary to establish the functionality of access to the DMA Service.
- 10.4 RHBIB reserves the right to make such modifications, improvements or additions to the DMA Service or any part of parts thereof as RHBIB may deem fit. RHBIB will give the Client the same notice of such modifications, improvements or additions as RHBIB gives to all other Users.
- 10.5 The Client will accept any updates or modifications to the Software and / or the System that RHBIB considers reasonable or necessary in respect of the DMA Service. For the avoidance of doubt, the latest version / iteration of the Software and / or System will, subject to the Applicable Regulations, be made available to the Client no later in time than that provided generally to other Clients.

11 INDEMNITY

- 11.1 The Client shall not hold RHBIB and / or any of RHBIB's officers, employees and agents responsible or liable for whatever losses incurred as a result of the acts, representations and / or omissions of RHBIB's officers, employees and agents in carrying out their duties in connection with the Client's Account.
- 11.2 The Client agrees to indemnify and hold RHBIB harmless against any and all costs of any kind the Client may sustain due to:
 - 11.2.1 any breach by the Client of the DMA T&C including any representations or warranties hereunder; and / or
 - 11.2.2 any claims related to or arising out of a financial transaction commenced by any third party against RHBIB based on the Client's use of the DMA Service, unless such claim is caused by RHBIB's gross negligence or willful misconduct; and / or
 - 11.2.3 RHBIB's early termination of the Terms and Conditions and the DMA Service because of the Client's breach of any provision hereunder or because RHBIB's agreement with the system vendor is terminated; and / or
 - 11.2.4 the Client's early termination of the Terms and Conditions and the DMA Service for any reason.

12 REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS AND UNDERTAKINGS

- 12.1 The Client represents and warrants to RHBIB that all relevant laws, regulations, directives, market requirements regarding the use of the DMA Service have been complied with.
- 12.2 The Client undertakes to perform such acts, sign and execute such other documents as and when required by RHBIB.
- 12.3 The Client agrees to be bound by the DMA T&C and agrees that the DMA T&C must be read together with the Terms and Conditions executed by the Client. The terms in the DMA T&C shall be considered supplementary to the Client's Terms and Conditions and / or equivalent written Terms and Conditions with RHBIB.
- 12.4 The Client acknowledges and agrees that RHBIB and / or other regulatory bodies reserve the right to access to the Client's terminals for supervisory purposes at any such time RHBIB and / or the regulators deem fit.
- 12.5 The Client declares that the Client fully understood and is aware of the process for submission of orders and the laws, rules and / or regulations of the DMA governing such submission(s).

13 NOTIFICATION BY THE CLIENT

The Client must notify RHBIB immediately after any:

- 13.1 unauthorised use of the DMA Service;
- 13.2 loss or theft of the Client's password or login ID;
- 13.3 unauthorised use of any of the Client's password, the DMA Service or any information;
- 13.4 failure to receive confirmation through the DMA Service that an order by the Client had been received or executed;
- 13.5 receipt of confirmation of an order which the Client did not place; and
- 13.6 receipt of inaccurate report, information, contract note or any other document from RHBIB containing errors or the contents of which the Client disputes.

14 FORCE MAJEURE

RHBIB shall not be liable if failure to perform any of its obligations hereunder is caused by supervening conditions beyond RHBIB's reasonable control, including acts of God, civil commotions, strikes, labor disputes, wars, terrorist activities, governmental demands or suspensions and limitation imposed by the relevant Exchanges or regulators.

15 TERMINATION

- 15.1 The DMA Service may be terminated by either party upon three (3) months written notice.

- 15.2 Upon termination of the DMA Service, the Client will continue to be liable for any costs of the network RHBIB may have provided to the Client upon the Client's request to access the DMA Service and the costs of the DMA Service charged by the system vendor. Upon termination of the DMA Service, the Client shall cease to use the DMA Service, and upon RHBIB's request, the Client shall return to RHBIB or destroy, all Software, all security features and documentation RHBIB may have provided the Client with, in connection with the DMA Service and shall provide to RHBIB upon RHBIB's request a written statement certifying that the Client has satisfied to the Client's obligations hereunder.
- 15.3 Termination of the DMA Service or of the Client's use of the DMA Service for any reason shall have no impact on RHBIB's rights or the Client's obligations under the Terms and Conditions and / or any other Terms and Conditions with RHBIB or with RHBIB's subsidiaries and / or associated companies.

16 WAIVER AND AMENDMENT

- 16.1 A single or partial exercise or waiver of a right relating to this terms and conditions does not prevent any other exercise of that right or the exercise of any other right.
- 16.2 No party shall be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- 16.3 RHBIB may at its absolute discretion amend, delete or substitute any of the terms herein or add new terms without having to give the Client any prior written notice.

17 INCONSISTENCY

In case of a conflict between a term in the DMA T&C and the Terms and Conditions related to the Client's use of the DMA Service, the terms in the DMA T&C shall prevail.

18 SEVERABILITY

If any provision of these terms and conditions or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19 GOVERNING LAW

The DMA T&C is governed by the laws as specified in the Terms and Conditions.