



RHB ISLAMIC BANK BERHAD 200501003283 (680329-V) Incorporated in Malaysia

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[ Date]

[ ADDRESS]

Fax No:

**Attention:**

Dear (Range Accrual MNCD-i Holder/Customer),

**RANGE ACCRUAL MURABAHAH NEGOTIABLE CERTIFICATE OF DEPOSIT-i (RANGE ACCRUAL MNCD-i) TRADE CONFIRMATION**

(RHBIB Ref:            )

The purpose of this letter (this “**Trade Confirmation**”) is to confirm the terms and conditions of the Range Accrual MNCD-i Transaction (the “**Transaction**”) entered into between you and us as specified below.

The terms of the particular Transaction to which this Confirmation relates are as follows:

**General Terms:**

Issuer	:	RHB Islamic Bank Berhad (“RHBIB”)
Range Accrual MNCD-i Holder	:	xxxx
Principal/Initial Deposit Amount	:	[MYR 100,000]
Issue Date	:	[            ]
Maturity Date	:	[            ]

**WARNING**

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Range Accrual Murabahah Negotiable Certificate of Deposit-i (Range Accrual MNCD-i)

Fixing Date(s)	: [            ]
Tenor	: [            ]
Issue Price	: [            ]
Callable Feature	: [Yes/No]
Call Date	: [If yes, to include the Call Dates]
Reference Rate	: [            ]
Observation Period	: [            ]
Range	: [ xxx – xxx ]
Minimum Profit Rate ( <i>Rmin</i> )	: [            ] pct. p.a.
Maximum Profit Rate ( <i>Rmax</i> )	: [            ] pct. p.a.
Participating Profit Rate	: Between [            ] pct. p.a. – [            ] pct. p.a.
Profit Payment Date	: [Quarterly/Semi-Annually] [To insert the dates]
Profit Calculation	: The Profit Amount is payable in the currency of the Initial Deposit and is calculated based on the following formula:  $\text{Profit Amount} = \text{Initial Deposit} \times \left[ R_{\min} + (R_{\max} - R_{\min}) \times \frac{n^*}{N^{**}} \right] \times \text{Day Count Convention}^{***}$ <p><i>n*</i> = Number of days in which the Reference Rate stays within the range for each Observation Period. Reference Rate which is observed on 5 Kuala Lumpur Business Days prior to the end of each Observation Period shall be used for the remaining 4 days in the same Observation Period, and if such day is not a Kuala Lumpur Business Day; the applicable rate shall be that of the immediately preceding Kuala Lumpur Business Day.</p> <p><i>N**</i> = Number of days in the Observation Period.</p> <p><i>Day Count Convention***</i> = refers to the number of days in the profit calculation period as a fraction of the number of days in a year based on the applicable convention for the currency of the Initial Deposit.</p>
Profit Amount	: The Range Accrual MNCD-i Holder will receive either the Minimum, Maximum or the Participating Profit Rate on each Profit Payment Date based on the conditions below:

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1. Range Accrual MNCD-i Holder will receive the Minimum Profit Rate if the Reference Rate stays outside the Range (Reference Rate < Lower Limit or Reference Rate > Upper Limit) every day during the Observation Period(s).
2. Range Accrual MNCD-i Holder will receive the Maximum Profit Rate if the Reference Rate stays within the Range (Lower Limit ≤ Reference Rate ≤ Upper Limit) every day during the Observation Period(s).
3. Range Accrual MNCD-i Holder will receive the Participating Profit Rate if the Reference is within the Range for some days and is outside the Range for the other days during an Observation Period. The Participating Profit Rate is calculated based on the Profit calculation formula.

Fees and Charges	: [None]
Calculation Agent	: RHBIB
Business Day	: A day (other than Saturday, Sunday and gazetted public holidays) on which RHBIB is open for business generally in Kuala Lumpur, Malaysia
Business Day Convention	: If any payment, transfer or settlement date, falls on a day that is not a Business Day, an adjustment will be made so that the relevant date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case the relevant date will be the first preceding day that is a Business Day

#### Other Terms:

Principal Protection	: The Initial Deposit amount is fully protected and returned to you if the Range Accrual MNCD-i is held until maturity or in the event of a Call exercise by the Bank prior to maturity.
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Please take note that the Range Accrual MNCD-i is **not insured** by Perbadanan Insurans Deposit Malaysia (PIDM).

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Transferability : The Range Accrual MNCD-i Holder may transfer the Range Accrual MNCD-i to a third party subject to a suitability assessment conducted by the Issuer prior to the transfer taking place. The Issuer has the right to refuse any request for transfer based on the outcome of the suitability assessment or for any other reason which the Issuer, acting in good faith, believes to be commercially reasonable. In the event that the Issuer agrees to the proposed transfer, such transfer will only be effective upon the Issuer registering the transferee as the new Range Accrual MNCD-i Holder. Any transfer shall be subject to any Unwinding Costs to be paid to the Issuer for transfer of the full Initial Deposit amount or, if permitted by the Issuer, in partial amounts based on the full value of each Range Accrual MNCD-i certificate.

Effective from the date of transfer:

- (i) the Issuer and the original Range Accrual MNCD-i Holder are each released and discharged from further obligations to each other with respect to the Range Accrual MNCD-i and their respective rights against each other thereunder are cancelled, provided that such release and discharge shall not affect any rights, liabilities or obligations of the Issuer or the original Range Accrual MNCD-i Holder with respect to payments or other obligations due and payable or due to be performed prior to the transfer date and all such payments and obligations shall be paid or performed by the Issuer or the original Range Accrual MNCD-i Holder in accordance with the terms and conditions as stated in this Confirmation; and
- (ii) the Issuer and the new Range Accrual MNCD-i Holder shall each undertake liabilities and obligations towards the other and acquire rights against each other identical in their terms to the terms and conditions as stated in this Confirmation.

**RHBIB has the right to refuse any transfer if the assessment on an investor indicates a lack of customer suitability**

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Early Termination by Range Accrual MNCD-i Holder : **Strictly discouraged.** The Range Accrual MNCD-i is likely to incur Unwinding Costs if the Range Accrual MNCD-i is redeemed before the Maturity Date. Any request for Early Termination, either full or partial termination, of the Initial Deposit amount must be agreed by the Issuer and shall be in a minimum denomination of the face value of the Range Accrual MNCD-i certificate and provided that the remaining outstanding amount shall not be less than MYR 100,000

Early Termination Amount : In the event of:

- (i) Early termination of the Range Accrual MNCD-i by the Range Accrual MNCD-i Holder, an amount as determined by the Calculation Agent to be the fair market value of the Range Accrual MNCD-i as at the date of Early Termination, subject to adjustments for Unwinding Costs as determined by the Calculation Agent provided that such determination is commercially reasonable and determined in good faith. The Range Accrual MNCD-i Holder will need to pay the unwinding cost before RHBIB proceeds to return the Initial Deposit back to Range Accrual MNCD-i Holder;
- (ii) Early termination is triggered by reason of a Disruption Event, the amount as determined by the Calculation Agent, which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable amount, which shall thereafter be deemed to be the fair market value of the Range Accrual MNCD-i as at the date of Early Termination. In determining the Early Termination amount, the Calculation Agent shall consider relevant information, including quotations and/or relevant date in the relevant market obtained from at least 1 independent third party. Provided that any third party to be referred to must be agreed to by the Range Accrual MNCD-i Holder.
- (iii) A Call exercise by the Issuer, the amount to be paid shall be the Initial Deposit together with the Profit Amount accrued up to but excluding the Call Date.

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Unwinding Costs : All losses and costs incurred by the Issuer as a result of or in connection with the early termination of the Range Accrual MNCD-i contract. Range Accrual MNCD-i Holder will need to pay the unwinding cost before RHBIB proceeds to return the Initial Deposit back to the Range Accrual MNCD-i Holder. If the Range Accrual MNCD-i Holder refuses, the contract will not be terminated and will proceed as normal.

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**Other Terms and Conditions:****1. Definitions**

Capitalized terms shall bear the meaning as stated in this Trade Confirmation and in addition:

**“Account”** means any and all accounts maintained by the Range Accrual MNCD-i Holder with RHBIB including any accounts for the Range Accrual MNCD-i;

**“Adjustment Event”** means any event which the Calculation Agent in good faith determines may have a material adverse effect on the Reference Rate which is referred to in determining the Profit Amount or other amounts payable under the Range Accrual MNCD-i, the economic terms of the Range Accrual MNCD-i or any other rights or obligations in relation to the Range Accrual MNCD-i. Such events may include without limitation any change in applicable Laws affecting the Range Accrual MNCD-i, any disruption, discontinuation, suspension or change to the Reference Rate of the Range Accrual MNCD-i, any disruption to the ability of market participants to effect transactions in or obtain market prices on the Reference Rate, any form of exchange control restriction, announcement of any such potential restriction or other event materially affecting; the availability, value convertibility, calculation or transfers of amounts due in relation to the Range Accrual MNCD-i, the underlying currencies, commodities, securities, index or instruments of the MNCD and/or any other form of restriction or requirement, which in the Calculation Agent’s good faith and reasonable opinion alters or changes the rights or obligations under the Range Accrual MNCD-i.

**“Affiliates”** means any entity within the RHB Banking Group (which shall include its holding company, its subsidiary(s), any associated company(s) and/or company/branch as a result of any restructuring, merger, sale or acquisition).

**“Laws”** means any laws, regulations, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power (whether de jure or de facto), or interpretation thereof, whether or not having the force of law. The Range Accrual MNCD-i shall be subject to all applicable Laws, Islamic banking practice in Malaysia and RHBIB’s internal policies and regulations.

**“Range Accrual MNCD-i”** means the Range Accrual Murabahah Negotiable Certificate of Deposit-i as evidenced by the certificate issued by the Issuer and the terms and conditions as stated in the Trade Confirmation.

**“Range Accrual MNCD-i Holder/Customer”** means the party identified as such in Part A or any transferee approved by the Issuer and registered with the Issuer as the current subscriber of the Range Accrual MNCD-i;

**“Termination Amount”** means the amounts to be paid on the Maturity Date of the Range Accrual MNCD-i which shall consist of the Initial Deposit amount and any Profit Amount which is unpaid, accrued, due and owing as at the Maturity Date, pursuant to the terms of the Range Accrual MNCD-i. In the event of the Call exercise by the Issuer, the Termination Amount for the Range Accrual MNCD-i shall be the Early Termination Amount.

**“Early Termination Amount”** means (i) in relation to Early Termination is triggered by reason of a Disruption Event, the amount as determined by the Calculation Agent, which will act in good faith

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and use commercially reasonable procedures in order to produce a commercially reasonable amount, which shall thereafter be deemed to be the fair market value of the Range Accrual MNCD-i as at the date of Early Termination. In determining the Early Termination Amount, the Calculation Agent shall consider relevant information, including quotations and/or relevant data in the relevant market obtained from at least 1 independent third party. Provided that any third party to be referred to must be agreed to by the Holder and (ii) Call exercise by the Issuer pursuant to a call option, an amount consisting of the Initial Deposit amount plus any Profit Amount due and unpaid up to but excluding the Call Date.

“**Unwinding Cost**” means losses and costs incurred by the Issuer as a result of or in connection with the Early Termination of the Range Accrual MNCD-i including but not limited to:

- (i) the cost of obtaining deposits from whatever sources to fund the Range Accrual MNCD-i plus the cost of maintaining statutory reserves and complying with liquidity and other requirements imposed from time to time and at any time by Bank Negara Malaysia or other relevant government agencies or regulatory authorities; and
- (ii) the cost of terminating, liquidating or re-establishing any transaction relating to the Range Accrual MNCD-i (including a hedging transaction or trading position related to the Reference Rate or other underlying reference index or asset relevant to the Range Accrual MNCD-i).

## 2. Issue Terms

- 2.1. The Range Accrual MNCD-i Holder’s request/instructions to the Issuer for entering in a Range Accrual MNCD-i are binding and irrevocable notwithstanding any change in market conditions between the time of the instructions and the issuance of the Range Accrual MNCD-i by the Issuer. If the Issuer quotes terms (“Quotation”) for the Range Accrual MNCD-i and the Range Accrual MNCD-i Holder accepts the Quotation, provided that the Quotation remains valid and available at the time of issuance by the Issuer, the Issuer shall issue the Range Accrual MNCD-i in accordance with the Quotation, which shall be binding on the Range Accrual MNCD-i Holder. The Range Accrual MNCD-i Holder shall be bound by the terms of the Range Accrual MNCD-i once issued by the Issuer.
- 2.2. The Issuer may cancel the proposed issuance of the Range Accrual MNCD-i at any time prior to the Issue Date. In the event the Issuer cancels the proposed issuance of the Range Accrual MNCD-i, notification will be provided to the Range Accrual MNCD-i Holder and any monies placed with the Issuer as the Initial Deposit amount will be returned to the Range Accrual MNCD-i Holder, free of Profit Amount.
- 2.3. The Range Accrual MNCD-i shall be subject to all applicable Laws, Islamic banking practice in Malaysia and the Issuer’s internal policies and regulations.

## 3. Wa’d (Undertaking)

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- 3.1. Pursuant to the Commodity Murabahah and Commodity Musawamah Terms and Conditions and the Indicative Term Sheet, and in consideration of the RA MNCD-i that has been done as per above, we hereby undertake to enter into Commodity Murabahah Transaction(s) to facilitate the Profit Amount payment and the undertaking will be considered exercised upon meeting the following conditions during the Fixing Date:
- a. if the Reference Rate stays within the Range in any day(s) within the Tenor; or
  - b. if the Reference Rate stays outside the Range throughout the Tenor and the Minimum Profit Rate is more than 0%

#### 4. Payments

- 4.1. The Initial Deposit amount shall be transferred to the Issuer or debited by the Issuer from the Account in the currency in which it is due (unless otherwise required by the Issuer) before the cut-off date and time as may be notified by the Issuer in full and freely transferable funds in the required currency without set-off, counterclaim, restriction or condition.
- 4.2. If the funds are not received or available in the Account in accordance with Clause 4.1, the Issuer reserves the right not to accept the Initial Deposit amount (or to accept only part of such Initial Deposit amount) for the Range Accrual MNCD-i. The Issuer shall not be liable for any losses, damages or expenses incurred or suffered by the Range Accrual MNCD-i Holder in connection with such non-acceptance of funds. In the event that the Issuer has executed any transaction in relation to the Range Accrual MNCD-i and due to the failure of the Range Accrual MNCD-i Holder to pay the Initial Deposit amount on the due date, the Range Accrual MNCD-i Holder shall be liable for any unwinding or termination costs (if any) incurred by RHBIB in terminating such transaction.
- 4.3. If any moneys become payable to the Range Accrual MNCD-i Holder pursuant to the terms hereof or if any funds are received by the Issuer but are not accepted pursuant to Clause 4.2, and timely disposition instructions are not provided by the Range Accrual MNCD-i Holder after prior notification to do so is provided by the Issuer, the Issuer shall have no obligation to place the moneys on any overnight or other profit-bearing deposit. The payment of such amounts shall be credited to the Account notified by the Range Accrual MNCD-i Holder to the Issuer or if the Issuer has not been notified of such Account or that such Account notified by the Range Accrual MNCD-i Holder has ceased to be operative, to any of the Range Accrual MNCD-i Holder's Accounts as the Issuer shall determine or by way of Cheque or in some other form of payment as determined by the Issuer.
- 4.4. The Issuer may convert any amount due under the Range Accrual MNCD-i denominated in a currency other than the currency of the Initial Deposit amount into the currency of Initial Deposit amount at the Issuer's prevailing rate of exchange.
- 4.5. The entries made in the books, accounts or records of the Issuer in accordance with the Issuer's usual practice shall, be evidence of the existence of, ownership and amounts due and payable under the Range Accrual MNCD-i. A certificate by the Calculation Agent as to any sum payable

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or deliveries deliverable (where applicable) under or in connection with the Range Accrual MNCD-i and/or any other certificate, determination or notification provided by the Calculation Agent in relation to the Range Accrual MNCD-i, shall, in the absence of manifest error, be conclusive and binding on the Range Accrual MNCD-i Holder. Notwithstanding the foregoing, the Issuer shall have the right to correct any errors in any such certificate or records.

## 5. Conflict of Interest

5.1. The Issuer is part of a financial group and acts simultaneously for a large number of customers, as well as for its own account. As such, conflicts of interest cannot be completely avoided. Accordingly, the Range Accrual MNCD-i Holder acknowledges that the Issuer, its Affiliates and its/their directors, officers, agents or personnel (collectively the "Relevant Parties") may:

- a. effect transactions relating to the Range Accrual MNCD-i through an agency of and/or with a counterparty which is a related organization or a person otherwise associated with it/them;
- b. have a position or a direct or indirect interest in the Range Accrual MNCD-i; or
- c. have bought or sold the Range Accrual MNCD-i as principal or for its/their other customers.

The Relevant Parties shall not be liable to account or specifically disclose to the Range Accrual MNCD-i Holder any Profit Amount, charge or remuneration made or received from any such transaction or other connected transactions.

5.2. The services provided by the Issuer to the Range Accrual MNCD-i Holder are non-exclusive and the Issuer shall be under no obligation to disclose to the Range Accrual MNCD-i Holder any information which may come to the notice of the Relevant Parties in the course of providing services to others or in any other capacity or in any manner whatsoever whether or not relevant to the Range Accrual MNCD-i otherwise than as expressly stated in the terms and conditions of the Range Accrual MNCD-i.

## 6. Disclosure of Information

6.1. The Range Accrual MNCD-i Holder consents to and authorizes the RHB Banking Group (which shall include its holding company, its subsidiaries and associated companies), its respective directors, officers, employees and agents to disclose and share information or documents pertaining to the Range Accrual MNCD-i Holder's affairs, account(s), facility (ies), directors and/or substantial shareholders to and/or with the following parties including, without limitation:

- (i) any companies within the RHB Banking Group, whether within or outside Malaysia for any purpose including, without limitation:

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- a. cross-selling, marketing and promotions of products and/or services of the RHB Banking Group;
  - b. conducting conflict checks on any conflict of interest situations whether actual or potential, pursuant to the appointment of RHBIB if applicable; and
  - c. having access to the Range Accrual MNCD-i Holder's information and/or documents in relation to its securities and/or depository accounts maintained with RHBIB and/or the relevant central and/or authorized depositories, if applicable;
- (ii) any authorities/regulators/parties as may be authorised by law or regulations to obtain such information or by court of law;
- (iii) any party(ies) providing security for purposes of facility(ies) granted to the Range Accrual MNCD-i Holder;
- (iv) agents of the RHB Banking Group, including without limitation, vendors, merchants and/or third party service providers in connection with any products and/or services being provided by the RHB Banking Group;
- (v) auditors, legal counsels and/or other professional advisers in relation to the provision of services by the RHB Banking Group pursuant to this engagement, or in connection with the preparation of any facility or security documents, if applicable, or any action or proceeding for the recovery of monies due and payable by the Range Accrual MNCD-i Holder, wherever applicable;
- (vi) credit bureaus and/or credit reporting agencies, fraud prevention agencies, debt collection agencies and industry/financial related associations; and
- (vii) any potential assignee or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.

6.2. The RHB Group Privacy Policy, as may be amended, supplemented or substituted from time to time, which is available at <http://www.rhbgroup.com/general-info/personal-data-protection-act/> ("RHB Privacy Policy") is incorporated by reference into, and forms part of, this Range Accrual MNCD-i and shall apply to all personal data that the Range Accrual MNCD-i Holder provides to RHBIB or that RHBIB has obtained from other sources or that arises from the Range Accrual MNCD-i Holder's relationship with RHBIB. The Range Accrual MNCD-i Holder hereby agrees and consents to RHBIB's collection, retention, use, disclosure, processing and/or transfer of the Range Accrual MNCD-i Holder's personal data in accordance with the RHB Privacy Policy and this Range Accrual MNCD-i.

## 7. Notices

7.1. Any notice required to be given shall be delivered in person, sent by letter (by air-mail or courier if overseas), fax or via electronic mail, to the addresses and numbers of the respective parties as provided prior to or upon execution of the Range Accrual MNCD-i. Any notice given in person shall be deemed to have been received and effective on delivery, if by fax shall be deemed to

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have been received and effective upon successful transmission as evidenced by the fax transmission sheet, if by letter shall be deemed to be received and effective on the third (3rd) calendar day after posting or if by electronic mail, on the date it is received. If delivery or receipt is on a day which is not a Business Day or is after 5.00pm at the place of delivery or receipt, it shall be deemed delivered the next Business Day. A party shall give to the other party at least 3 Business Days prior written notice of any change in address and/or fax number.

- 7.2. The Range Accrual MNCD-i Holder hereby acknowledges that it is fully aware of the risks associated with the transmission of notices, instructions or any form of communication (“Communication”) with respect to the Range Accrual MNCD-i via telephone, electronic mail or facsimile transmission. The Issuer agrees that it will not accept, act or rely on any Communication received by it via telephone, electronic mail, or facsimile transmission unless such Communication purports to be from an Authorised Representative (as defined below) of the Range Accrual MNCD-i Holder.
- 7.3. The Range Accrual MNCD-i Holder hereby acknowledges that prior to entering into the Range Accrual MNCD-i, it shall provide the Issuer with a list of authorised representatives of the Range Accrual MNCD-i Holder (“Authorised Representative”) who shall be duly authorised to give or send instructions and other communications in respect of the Range Accrual MNCD-i. Any failure to provide such list will be the responsibility of the Range Accrual MNCD-i Holder and in such event, the Issuer shall be entitled to rely on instructions received from any person who purports or holds himself out as having authority to act for or on behalf of the Range Accrual MNCD-i Holder.
- 7.4. The Range Accrual MNCD-i Holder indemnifies the Issuer against all losses, claims, actions, proceedings, damages, costs and expenses incurred or sustained by the Issuer as a result of the Issuer accepting, relying or acting upon a communication provided by the Authorised Representative of the Range Accrual MNCD-i Holder and/or any employee, agent or representative of the Range Accrual MNCD-i Holder in the event of the Range Accrual MNCD-i Holder’s failure to provide the list of Authorised Representatives.
- 7.5. Without prejudice to the foregoing, the Range Accrual MNCD-i Holder acknowledges that the Issuer is subject to the obligations of a reporting institution under the Anti-Money Laundering and Counter-Financing of Terrorism (“AML/CFT”) and shall, promptly at the request of the Issuer provide further verification of any instructions and the Issuer shall not be liable for any losses, damages, costs or expenses whatsoever arising from its failure to act on the instructions pending receipt by the Issuer of the verification of the instructions in a manner and form satisfactory to the Issuer.
- 7.6. The Range Accrual MNCD-i Holder acknowledges and agrees that the Issuer may record electronically any conversation between the Range Accrual MNCD-i Holder and the Issuer and may maintain copies of such recordings or transcripts although it is not obliged to do so. The Issuer may use any such recordings or transcripts as evidence in any proceedings including but not limited to legal proceedings in relation to the Range Accrual MNCD-i.

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## 8. Trade Confirmation

8.1. The Range Accrual MNCD-i Holder undertakes to check, examine and verify the correctness of the Trade Confirmation and shall inform the Issuer of any irregularities or discrepancies within one (1) Business Day from the date of the receipt of the Trade Confirmation, failing which the Range Accrual MNCD-i Holder shall be deemed to have approved and accepted the contents of the Trade Confirmation and the Trade Confirmation shall be conclusive and binding on the Range Accrual MNCD-i Holder. Without limitation to the foregoing, the Range Accrual MNCD-i Holder shall promptly sign and return one (1) original copy of the Trade Confirmation to the Issuer within five (5) Business Days of receipt.

## 9. Maturity

9.1. Unless otherwise specified in the Trade Confirmation and subject to a Call exercise by the Issuer or the occurrence of a Disruption Event, the Range Accrual MNCD-i shall terminate on the Maturity Date without further instruction or notice and the Issuer shall pay the Range Accrual MNCD-i Holder the Termination Amount. The Issuer shall be discharged from all obligations and liabilities under the Range Accrual MNCD-i upon payment of the Termination Amount to the Range Accrual MNCD-i Holder on the Maturity Date.

## 10. Early Termination

10.1. In the event the Range Accrual MNCD-i Holder requests the Issuer to redeem the Range Accrual MNCD-i prior to its Maturity Date, the Issuer may accept or reject such request with or without any conditions provided that it is commercially reasonable to do so. In the event such request is not accepted, the Issuer shall be under no obligation to provide any reasons for such rejection. If the Issuer accepts the Range Accrual MNCD-i Holder's request, the Range Accrual MNCD-i Holder shall comply with any conditions for such Early Termination imposed by the Issuer and subject to compliance with such conditions, the Issuer will pay to the Range Accrual MNCD-i Holder the Initial Deposit two (2) Business Days after the effective Early Termination date. The Range Accrual MNCD-i Holder acknowledges and accepts that the return of the Initial Deposit will be subject to the Range Accrual MNCD-i Holder paying the Unwinding Cost incurred to the Issuer one (1) Business Day after the effective early termination date. The Range Accrual MNCD-i Holder shall not be entitled to withdraw the request for Early Termination once a request is made.

10.2. In the event of Early Termination of the Range Accrual MNCD-i by the Range Accrual MNCD-i Holder, the Range Accrual MNCD-i Holder shall bear, and agrees to indemnify the Issuer for, any loss, damage, costs, or charges suffered or incurred in redeeming the Range Accrual MNCD-i prior to maturity, including legal costs and Unwinding Costs incurred in relation to such premature termination which shall be charged separately to the Range Accrual MNCD-i Holder's account. Such loss, damage, costs, charges and fees shall be calculated in accordance with such formula as the Issuer may prescribe from time to time and shall be paid by the Range Accrual MNCD-i Holder from any moneys in the Accounts or from such other

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amounts (if any) which are otherwise payable to the Range Accrual MNCD-i Holder under any agreement with the Issuer.

## 11. Callable Feature

11.1. In the event that the Range Accrual MNCD-i includes a Callable Feature which gives the Issuer the right to terminate the Range Accrual MNCD-i prior to the Maturity Date, such right may be exercised by the Issuer upon the terms as stated in the Trade Confirmation. Upon exercise of the Callable Feature, the Issuer shall pay the Range Accrual MNCD-i Holder the applicable Early Termination Amount. Upon such payment, the Issuer shall be discharged from all obligations and liabilities under the Range Accrual MNCD-i.

## 12. Disruption Events

12.1. **Adjustment Event.** Upon the occurrence of any Adjustment Event, the Calculation Agent shall determine any adjustments or action necessary in relation to the Range Accrual MNCD-i affected by the Adjustment Event. Such adjustments or actions may include (without limitation) altering or varying any Profit Amount payable in respect of the Range Accrual MNCD-i, changing the Reference Rate or other underlying reference assets or rate or formula or method of computation of Profit Amount, replacing the currency or payments, amending the tenor or other specifications of the Range Accrual MNCD-i, effecting early termination of the Range Accrual MNCD-i and making payment of the applicable Early Termination Amount. The Issuer will notify the Range Accrual MNCD-i Holder of any action it takes and provided such action is commercially reasonable and taken in good faith, any such adjustment or action shall be binding on the Range Accrual MNCD-i Holder.

12.2. **Settlement Disruption Event.** If the Calculation Agent determines the occurrence of any event that causes the payment of any amounts due to be paid to the Range Accrual MNCD-i Holder to be delayed or disrupted due to events beyond the control of the Issuer, the Calculation Agent shall make such adjustments to the terms of the Range Accrual MNCD-i deemed necessary to enable settlement of the payments due, including adjusting the due date of payment to the earliest date that the Calculation Agent determines that payment can be made with or without any adjustments to the payment amounts that the Calculation Agent deems fit in a commercially reasonable manner and in good faith.

## 13. Pricing Event

13.1. With respect to the Reference Rate or any underlying reference index or other underlying asset which determines the Profit Amount or other amounts payable under the Range Accrual MNCD-i (the "**Relevant Rate**"), in the event that the Relevant Rate is not available for any reason, the Calculation Agent, acting in a commercially reasonable manner and in good faith, shall determine the Relevant Rate for such day or days during which the Relevant Rate remains unavailable in accordance with market practice.

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## 14. Events of Default

14.1. The occurrence at any time of any of the following events in relation to a party constitutes an event of default (each, an “**Event of Default**”) with respect to a party:

- a) that party fails to pay any amount due from it under the Range Accrual MNCD-i on the due date, in each case subject to any applicable grace period;
- b) an encumbrancer takes possession of, or a trustee, receiver, manager or other similar officer is appointed in respect of the whole or substantial part of the business or assets of the party, or distress, legal process, sequestration or any form of execution is levied or enforced or sued out against the whole or a substantial part of the business of that party, or any security interest which may for the time being materially affect any of its assets;
- c) any step is taken for the bankruptcy, winding up, dissolution or liquidation of the party or a resolution is passed for the winding up of the party or a creditor’s petition or petition for winding up is presented against the party and the party has not taken any action in good faith to set aside such petition within thirty (30) calendar days from the date of service of such petition or a winding up order has been made against the party;
- d) that party convenes a meeting of its creditors or proposes or makes any arrangement including any scheme of arrangement or composition or begins negotiations with its creditors, or takes any proceedings or other steps, with a view to rescheduling or deferral of all or any part of its indebtedness or a moratorium is agreed or declared by a court of competent jurisdiction in respect of or affecting all or any part of its indebtedness or any assignment for the benefit of its creditors (other than for the purposes of and followed by a reconstruction previously approved in writing by the other party, unless during or following such reconstruction the party becomes or is declared to be insolvent), or where any sort of scheme of arrangement under the Companies Act, 2016 has been instituted against the party; or
- e) a representation or warranty made or deemed to have been made by the Range Accrual MNCD-i Holder proves to be incorrect or misleading in any material respect when made or deemed to have been made.

14.2. In the event that an Event of Default has occurred and is continuing with respect to a party (the “**Defaulting Party**”), the other party will have the right to terminate the Range Accrual MNCD-i subject to ten (10) calendar days’ written notice to the Defaulting Party specifying the relevant Event of Default. Upon such termination the Calculation Agent shall determine the termination amount of the Range Accrual MNCD-i after deduction of the Unwinding Costs. Where the Range Accrual MNCD-i Holder is the Defaulting Party, any other costs incurred by the Issuer arising from or in relation to such early termination including legal costs, shall be borne by the Range Accrual MNCD-i Holder.

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## 15. Calculation Agent

15.1. The Calculation Agent acting in a commercially reasonable manner and in good faith, shall make all calculations and determinations deemed necessary in relation to the Range Accrual MNCD-i, including payment amounts, confirming the occurrence of any Disruption Event and any adjustments, variations or changes to the terms of the Range Accrual MNCD-i that need to be made as a result thereof or any other matters which require a determination to be made in respect of the economic or other terms and condition of the Range Accrual MNCD-i. Any such calculation or determination shall, in the absence of fraud or manifest error be binding on the Range Accrual MNCD-i Holder.

## 16. Miscellaneous

- a) The rights provided to the parties under the terms and conditions of the Range Accrual MNCD-i are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law or equity.
- b) The Issuer shall not, in any event, be liable for indirect, consequential or special damages of any nature for any reason whatsoever in connection with the Range Accrual MNCD-i or for any loss, actions, proceedings, claims or demands in relation to the Range Accrual MNCD-i or the performance of services hereunder (including but not limited to the services provided by the Issuer as Calculation Agent), whether or not informed of any facts or circumstances relating to the Range Accrual MNCD-i Holder.
- c) The Range Accrual MNCD-i Holder shall indemnify the Issuer in full against all actions, proceedings, claims or demands which may be taken or made against or suffered by the Issuer and any costs and expenses, losses (including foreign exchange losses), present or future taxes, legal fees, out of pocket expenses including without limitation stamp duties incurred in connection with the opening and maintenance of the Accounts and the contract in the Range Accrual MNCD-i and other liabilities which may be incurred by the Issuer in connection with the Range Accrual MNCD-i, save and except where there are any losses, claims, actions, proceedings, damages, costs and expenses incurred or sustained by the Range Accrual MNCD-i Holder due to the gross negligence, default or misconduct on the part of the Issuer.
- d) No failure or delay on the part of the Issuer or the Range Accrual MNCD-i Holder (whichever applicable) in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given expressly in writing.
- e) The terms and conditions of the Range Accrual MNCD-i as stated in the Trade Confirmation shall supersede any prior oral or written expressions of intent or understanding with respect to the subject matter hereof. The terms and conditions may be amended but only by agreement in writing signed by both the Issuer and the Range Accrual MNCD-i Holder.

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- f) **Severability:** If at any time any of the terms and conditions of the Range Accrual MNCD-i is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, such term or condition shall be severed from the Range Accrual MNCD-i and the legality, validity or enforceability of such term or condition under the law of any other jurisdiction and of the remaining terms and conditions of the Range Accrual MNCD-i shall not in any way be affected or impaired and each of the rights, powers, privileges and/or remedies contained in the Range Accrual MNCD-i shall continue in full force and effect.
- g) **Successors:** The terms and conditions of the Range Accrual MNCD-i shall be binding on and enures to the benefit of the Issuer and the Range Accrual MNCD-i Holder and their respective heirs, estates, executors, personal representatives, successors in title and permitted assigns.
- h) **Governing law and jurisdiction:** The terms and conditions of the Range Accrual MNCD-i and any non-contractual obligations arising out of or in relation to it shall be governed by and construed in accordance with Malaysian law. The parties irrevocably submit to the exclusive jurisdiction of the Malaysian courts in all matters pertaining thereto.
- i) **Tax:** The Range Accrual MNCD-i Holder shall be liable for the payment of any tax applicable on the Profit Amount and/or the Initial Deposit amount including any goods and services tax (or such other tax of similar nature) or any other tax required by law whether in or outside Malaysia to be paid by the Issuer in respect of the Range Accrual MNCD-i and/or any amount in relation thereto.

## 17. Representation and Warranties by the Range Accrual MNCD-i Holder

The Range Accrual MNCD-i Holder represents and warrants to the Issuer that:-

- a) The Range Accrual MNCD-i Holder is duly incorporated and is validly existing under the laws of its country of incorporation and has full power, authority and legal right to own its property and assets and to carry out its business and to execute and accept the terms and conditions of the Range Accrual MNCD-i;
- b) It has the power to enter into the Range Accrual MNCD-i and to execute and deliver the Trade Confirmation and has undertaken all necessary action to authorize such execution of the Range Accrual MNCD-i and to accept and be bound by the terms of the Range Accrual MNCD-i as stated in the Trade Confirmation in accordance with all applicable Laws, the Range Accrual MNCD-i Holder's constitutional documents and internal policies;
- c) The terms and conditions of the Range Accrual MNCD-i as stated in the Trade Confirmation constitute the legal, valid and binding obligations of the Range Accrual MNCD-i Holder and neither its execution and delivery of, nor its performance of its obligations under the Range Accrual MNCD-i will violate any Law or the terms of any agreement to which it or any of its assets is subject;

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- d) Save where the Range Accrual MNCD-i Holder is an insurance company, pension fund, fund manager or such other institution approved by the Issuer from time to time, the Range Accrual MNCD-i is entered into by the Range Accrual MNCD-i Holder as principal and not as agent.
- e) It is acting on its own account and has considered carefully its own specific financial needs and the suitability of the Range Accrual MNCD-i before entering into the Range Accrual MNCD-i based on its own independent assessment or through professional advice and accepts the terms and conditions of the Range Accrual MNCD-i and is fully aware of the risks involved in investing in such products;
- f) It is not relying on any communication (written or oral) of the RHB Banking Group as investment advice or a recommendation to enter into the Range Accrual MNCD-i and no such communication received from the Issuer or Affiliates shall be deemed to be a guarantee as to the expected result or returns of the Range Accrual MNCD-i;
- g) It acknowledges and agrees that no fiduciary relationship exists between the Issuer and Range Accrual MNCD-i Holder;
- h) The Initial Deposit amount deposited in the Range Accrual MNCD-i are funds from legitimate sources and are not related in any way directly or indirectly, to any unlawful activities criminalized under Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (including any amendments, variations, and/or modifications as may be made at any time and from time to time) and any guidelines issued by regulators, authorities and/or statutory bodies including the Anti-Money Laundering and Counter-Financing of Terrorism and Targeted Financial Sanctions for Financial Institutions (“AML/CFT and TFS for FIs”);
- i) It is aware that the Issuer relies on the Range Accrual MNCD-i Holder’s representations and warranties herein in issuing the Range Accrual MNCD-i to the Range Accrual MNCD-i Holder.

## **18. Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (“AMLA”)**

18.1 The Range Accrual MNCD-i Holder hereby represents, warrants and undertakes that:-

- a) it has not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
- b) it has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;
- c) it has not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence;
- d) it has not concealed, disguised or impeded, and shall not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of,

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rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;

- e) it will at all times comply with the Regulatory Requirements (as defined below in Clause 18.3);
- f) it will be fully liable if found to have contravened the Regulatory Requirements (as defined below in Clause 18.3) causing legal repercussion to RHBIB due to its actions; and
- g) it understands that any breach(es) due to AMLA and sanction requirements are non-negotiable.

18.2 For the purpose of this Clause, the following are the definitions:

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

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

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

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

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

**“property”** means:

- a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or

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- b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller's cheques, bank cheques, money orders, capital market products, drafts and letters of credit,

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

**“unlawful activity”** means:

- a) any activity which constitutes any serious offence or any foreign serious offence; or
- b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence, regardless whether such activity, wholly or partly, takes place within or outside Malaysia;

**“serious offence”** means:

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

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

### 18.3 The Range Accrual MNCD-i Holder acknowledges and agrees that:

- a) RHBIB is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, and the Islamic Financial Service Act 2013, to which RHBIB as a licensed Islamic financial institution may from time to time be subject to in Malaysia (collectively, “Regulatory Requirements”);
- b) RHBIB shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
- c) if RHBIB is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for RHBIB to approve or enter into the Transaction or to disburse any funds under, the Transaction, has occurred or arisen, or the approval or entry of the Transaction would contravene any of the Regulatory Requirements (in whole or in part), including without limitation RHBIB's receipt of any alert or positive name match from the relevant checks conducted on the Range Accrual MNCD-i Holder and any related third party involved in the Transaction (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier to whom any funds under the Transaction is to be

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disbursed) by RHBIB pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in these Terms and Conditions, RHBIB shall, at any time by giving 14 working days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-

- i. suspend the Transaction and/or the Account(s), and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/or
  - ii. terminate the Transaction, close the Account(s) and terminate its relationship with the Range Accrual MNCD-i Holder, and do all such acts and things as may be necessary to comply with the Regulatory Requirements;
- d) if the Transaction and Account(s) are cancelled and/or terminated by RHBIB pursuant to their compliance to Regulatory Requirements:
- i. no utilisation or further utilisation under the Account(s) and/or the operations of the Account(s) shall be allowed; and
  - ii. RHBIB shall be entitled to exercise all or any of its rights and remedies available to it under these Terms and Conditions, the applicable laws or otherwise;
- e) it shall provide all such documents and information as RHBIB may require (at all times during the term of the Transaction) for the purposes of complying with the Regulatory Requirements; and
- f) RHBIB shall be entitled to stop all services to be performed and received under the Account(s), until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.

## 19. Disclosure of Customer Information

19.1 The Range Accrual MNCD-i holder understands that RHBIB will use, collect, record, store, share and/or process Range Accrual MNCD-i holder's personal information, including, without limitation:-

- a) where the Range Accrual MNCD-i is a natural person, personal information including the Range Accrual MNCD-i holder's particulars, images and biometrics (the measurement and analysis of unique physical or behavioral characteristics (such as fingerprint or voice patterns) especially as a means of verifying personal identity);
- b) financial data, tax residency;
- c) specimen signatures, as well as, digital or electronic signatures as defined under the applicable laws and regulations;

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- d) financial standing, employment details, creditworthiness and/or suitability for any Bank's products/services applied for;
- e) personal information that the Range Accrual MNCD-i holder provides when the Range Accrual MNCD-i holder applies for any of RHBIB's products and services, including the Range Accrual MNCD-i holder's views or opinions made known to the Bank via feedback or surveys;
- f) information about the Range Accrual MNCD-i holder's risk profile, investments, tax and insurance/takaful, investment objectives, knowledge and experience and/or business interests and assets;
- g) information relating to the Range Accrual MNCD-i holder's activities, habits, preferences and interests arising from the use of products and services of RHBIB; and
- h) other electronic data or information relating to the Range Accrual MNCD-i holder such as IP addresses, cookies, activity logs, online identifiers and location data through the Range Accrual MNCD-i holder's usage of our products and services or as part of their delivery to the Range Accrual MNCD-i holder,

and other information relevant to the Range Accrual MNCD-i holder's application for the product and / or service which:-

- a) the Range Accrual MNCD-i holder has provided through any contact with RHBIB (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition);
- b) has been obtained from analysis of the Range Accrual MNCD-i holder's payment and other transactions/services within the Bank;
- c) has been obtained from third parties such as employers, joint applicants/account holders, guarantors, legal representatives, industry/financial related associations, government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organizations;
- d) has been obtained from recordings of Closed Circuit Television (CCTV) installed at our premises including the branches located within or outside Malaysia;
- e) has been obtained from insurance/takaful claims or other documents; and/or
- f) has been supplied and/or collected when the Range Accrual MNCD-i holder visits RHBIB's websites and/or download RHBIB's mobile device applications which may include the Range Accrual MNCD-i holder's device's IP address or from data that is collected via cookies.

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19.2 The Range Accrual MNCD-i holder expressly hereby agrees, consents to and authorizes the Bank to disclose any information relating to the Range Accrual MNCD-i holder, its affairs and/or any accounts, products and/or services provided by the RHBIB to the Range Accrual MNCD-i holder to:

- a) third parties such as service providers, merchants and strategic partners, contract for services (CFS) staff, auditors, legal counsel, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to RHBIB;
- b) the entities and/or other companies within the corporate group of RHBIB;
- c) any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom RHBIB is required to make disclosures or have jurisdiction over RHBIB whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving RHBIB as and when required or requested to do so from time to time and at any time;
- d) any company and/or organization that assists or facilitates the processing and/or fulfillment of transactions or instructions that I/we have requested and/or given to RHBIB; and
- e) any potential transferee or assignee with whom RHBIB is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to the account;

for any and/or all of the following purposes, if applicable:

- a) facilitating the business, operations, provision of the financial product/facilities and performance of the contract, services granted or provided by RHBIB;
- b) providing this product and/or service and notifying the Range Accrual MNCD-i holder about important changes or developments to the features;
- c) updating and managing the accuracy and completeness of RHBIB's records;
- d) prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
- e) assessment and analysis including credit, lending/financing, insurance/takaful risks and/or other risk purposes, behaviour scoring, mining, profiling, data analytics, due diligence, market and product analysis and/or market research;

**WARNING**

**THIS PRODUCT IS PRINCIPAL PROTECTED BY THE ISSUING BANK. IF THE PRODUCT IS REDEEMED OR SOLD PRIOR TO MATURITY, THE CUSTOMER MAY INCUR UNWINDING COST. THE RETURNS ON THIS PRODUCT ARE UNCERTAIN AND CUSTOMER RISKS EARNING NO RETURNS AT ALL. THE CUSTOMER IS REMINDED THAT THIS PRODUCT IS NOT INSURED BY PERBADANAN INSURANS DEPOSIT MALAYSIA**

- f) communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and services, responding to inquiries and complaints and to generally resolve disputes;
- g) determining the amount of the Range Accrual MNCD-i holder's indebtedness and recovering debt that the Range Accrual MNCD-i holder owes to RHBIB;
- h) maintaining Range Accrual MNCD-i holder's credit history for present and future reference;
- i) enabling an actual or proposed assignee of RHBIB, or participant or sub-participant of RHBIB to evaluate the Range Accrual MNCD-i holder's transactions which are intended to be the subject of the assignment, participation or sub-participation;
- j) for RHBIB's corporate events (including networking events, launching of products, etc.) /contests, of which photographs / images of the Range Accrual MNCD-i holder may be captured and may be used for RHBIB's publications;
- k) protecting RHBIB's interests; or
- l) all other purposes which are ancillary to or related with any of the above.

19.3 The Range Accrual MNCD-i holder understands and agrees that:-

- a) the consent given above cannot be withdrawn where such disclosure of the Range Accrual MNCD-i holder's information is necessary for the provision / operation of the account, product and/or service or the performance of the contract with the Range Accrual MNCD-i holder to comply with contractual requirements or to comply with any legal requirements in where without such information RHBIB will not be able to offer product/ service requested by the Range Accrual MNCD-i holder;
- b) Where the Range Accrual MNCD-i holder has provided RHBIB with sensitive personal information (in particular, information consisting of the Range Accrual MNCD-i holder's physical/mental health for applications of insurance/takaful products/services), the Range Accrual MNCD-i holder provides consent for RHBIB to process the same in the manner described pursuant to the personal data requirements under the Personal Data Protection Act 2010 and applicable guidelines including BNM Guidelines as may be issued from time to time;
- c) RHBIB may modify or update its Disclosure of Customer Information from time to time, a copy of which is available at [www.rhbgroup.com](http://www.rhbgroup.com).
- d) The Range Accrual MNCD-i holder may exercise the Range Accrual MNCD-i holder's options in respect of receiving marketing materials (including cross-selling, marketing and promotions) by visiting the branch or contact RHB Customer Contact Centre (03-9206 8118)

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**Account Details:**

Payment of [ ] to [ ] : Please advise

Payment of [ ] to RHB Islamic Bank Berhad:  
 Account maintained with :  
 Swift Code :  
 Account No. :

**Offices:**

The Office of RHB Islamic Bank Berhad for the Transaction is:  
 Level 3, Tower 2, RHB Centre  
 Jalan Tun Razak  
 50400 Kuala Lumpur

The Office of [ ] for the Transaction is:  
 [ ]

This Trade Confirmation supersedes and replaces any previous Indicative Term Sheet or other writing/communication (including, without limitation by telephone or through an electronic messaging services) in connection with this Transaction.

This Trade Confirmation may be executed in one or more counterparts, in original, email or facsimile form, each of which shall constitute an original and all of which together shall constitute one and the same agreement. When executed by the parties and delivered through facsimile transmission or email, the facsimile copy or printed email shall constitute the original agreement between the parties and the parties hereby irrevocably and unconditionally accept the signatures printed by the receiving facsimile machine or printed email as the original signatures of the parties.

This Confirmation and its payments are governed by and subjected to the rules and regulations of Bank Negara Malaysia, Securities Commission Malaysia and the Association of Banks of Malaysia where applicable.

Please sign and return this Trade Confirmation to us within 5 business days from the date of this Trade Confirmation. Your failure to respond within such period shall be deemed acceptance of the terms as stated above and such failure shall not affect the validity or enforceability of the Transaction against you.

Mailing address: RHB Islamic Bank Berhad  
 Treasury Operations-Processing  
 RHB Centre, Level 4 Tower 2,

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Jalan Tun Razak  
50400 Kuala Lumpur

Fax No: 03-92873377

Email: [derivatives.trea@rhbgroup.com](mailto:derivatives.trea@rhbgroup.com)

Yours sincerely,  
for and on behalf of RHB Islamic Bank Berhad

\_\_\_\_\_  
(Name)  
(Senior Executive),  
Treasury Operations - Processing

\_\_\_\_\_  
(Name)  
(Section Head),  
Treasury Operations - Processing

We confirm the above details are correct,  
for and on behalf of [ ]

\_\_\_\_\_  
(Name: )

\_\_\_\_\_  
(Name: )

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