



General Terms and Conditions

STRUCTURED PRODUCT INVESTMENT

1. Glossary and Interpretation

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

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

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

“Bursa Malaysia” means Bursa Malaysia Berhad;

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

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

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

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

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

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

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

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

“General Terms and Conditions” means the general terms and conditions contained herein;

“Interest” means the amount of interest which is payable in connection with the Structured Products Investments, as determined by the Bank in accordance with Clause 4 below;

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

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

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

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

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

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

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

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

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

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

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

“**Risk Disclosure Statement**” means the general risk disclosure statement on Structured Products Investments to be acknowledged and accepted by the Investor as a condition precedent for investments into the Structured Products Investments;

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

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

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

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

“**Terms and Conditions**” means the General Terms and Conditions contained herein, the Master Term Sheet, Term Sheet (if applicable), the Risk Disclosure Statement, the Confirmation, the Structured Investment Application Form and any other documents, forms and mandates required by the Bank and executed by the Investor;

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

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

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

“**Valuation Time**” means the valuation time of the Structured Products Investments.

1.2 Headings herein are for ease of reference only and shall not be deemed to be a part of the Term and Conditions or be taken into consideration in the interpretation or construction hereof. Any reference to masculine gender shall also include the feminine and neutral genders. Where the context so requires, words importing the singular shall include the plural and vice versa. References to Clauses are to clauses of these General Terms and Conditions.

2. Availability of Structured Products Investments.

2.1 All Structured Products Investments described in the Product Highlights Sheet offered by the Bank are available to the Investor subject to the general commercial bank practices in Malaysia, applicable laws, regulations, directives and guidelines (whether local or otherwise) and the Bank’s internal policies and regulations.

2.2 The continued availability of any Structured Products Investment shall be subject to the Bank’s sole and absolute discretion and the Bank is not obliged to give reasons for any refusal, termination or discontinuance of the Structured Products Investment.

2.3 The Investor deals with the Bank as principal and represents to the Bank that by participating in the Investment, the Investor has complied with all requirements imposed by the relevant authorities having jurisdiction over the Structured Products Investments and the Investor.

2.4 The available Structured Products Investments shall be either (i) Principal Protected Investments or (ii) Non-Principal Protected Investments.

3. Agreement to Invest in Structured Products Investments.

3.1 The Investor hereby agrees to invest the Principal Amount with the Bank, for the Structured Products Investments as specified in the Master Term Sheet and/or the Confirmation for the specified Tenor. The Investor further agrees to forthwith pay the Bank, where applicable, any amounts in connection with the Structured Products Investments as specified in or determined in accordance with the Master Term Sheet and/or the Confirmation which is or are due and payable by the Investor. The Principal Amount shall be received or debited by the Bank from the Account in the currency in which it is due (unless otherwise required by the Bank) before the Cut-off Date

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and Time in full and freely transferable funds in the required currency without set-off, counterclaim, restriction or condition.

3.2 The Bank reserves the right in its discretion, on or before the Start Date or, if the funds are not received in accordance with Clause 3.1, not to accept any Principal Amount received (or to accept only part of such Principal Amount) for the Structured Products Investments. In such event, the Bank will notify the Investor as soon as practicable and any funds received but not accepted for the purpose of the Structured Products Investments will be paid to the Account as notified by the Investor or, if the Bank has not been notified of such Account or that such Account notified by the Investor has ceased to be operative, to any Accounts as the Bank shall in its absolute discretion determine or by way of cheque or in some form as determined by the Bank.

The Bank shall not be liable for any losses, damages or expenses incurred or suffered by the Investor in connection with such non-acceptance of funds.

3.3 Notwithstanding any provisions herein, if there is insufficient funds in the Accounts to meet the Principal Amount to be debited by the Bank the Bank reserves the right, in its discretion, to terminate the Structured Products Investments (if already invested/executed by the Bank) and the Investor shall be liable for any unwinding costs or charges (if any) or administration fees incurred by the Bank in terminating the Structured Products Investments.

3.4 The Investor's instructions to the Bank to invest in any Structured Products Investment are irrevocable and any Structured Products Investment invested by the Bank for the Investor shall be binding on the Investor, notwithstanding any change in market conditions between the time of the instructions and the investment. Subject to the terms stated in the Master Term Sheet in respect of a Structured Products Investment, if the Bank quotes terms ("Quotation") for any Structured Products Investment and the Investor accepts the Quotation, provided that the Quotation remains valid and available at the time of investment/execution by the Bank, the Bank shall invest/execute the Structured Products Investment in accordance with the Quotation, which shall be binding on the Investor. Notwithstanding the foregoing, the Investor acknowledges and accepts that the final terms executed/invested by the Bank may differ from the Quotation to the Investor. The Bank shall on a best effort basis execute/invest the Structured Products Investment on terms as close as possible to the Quotation subject to market conditions and the Bank shall not be liable for any difference between a Quotation and the final terms whether due to or arising from any delay between the time of acceptance by the Investor and the time of execution/investment by the Bank for any reason whatsoever including where the Structured Product Investment is executed during a Sales Period or by reason of operational error or systems failure. In the event of adverse market conditions, provided that the Bank shall at all times act reasonably and in good faith, the Investor acknowledges that the terms executed/invested by the Bank may significantly differ from the Quotation. In all cases the Investor shall be bound by the terms of the Structured Products Investment once executed/invested by the Bank notwithstanding any difference between the Quotation and final terms.

3.5 Unless the Bank otherwise agrees and subject to the Bank's absolute discretion, all payments of the Principal Amounts and/or any Interest in respect of the Structured Products Investments shall be paid into the Account.

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3.6 The Structured Products Investments shall be governed by the General Terms and Conditions contained herein, the Master Term Sheet, Term Sheet (if applicable), the Risk Disclosure Statement, the Confirmation and such other documents, forms and mandates executed by the Investor. The General Terms and Conditions contained herein, the Master Term Sheet, Term Sheet (if applicable), the Risk Disclosure Statement, the Confirmation and such executed documents, forms and mandates shall be read together as a single document and shall form a single agreement between the Bank and the Investor. In respect of a Structured Product Investment, in the event of any inconsistency between (i) the provisions of the Master Term Sheet and the General Terms and Conditions, the provisions of the Master Term Sheet shall prevail (ii) the Master Term Sheet or Term Sheet and the Confirmation, the provisions of the Confirmation shall prevail.

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

4. Interest on Structured Products Investments.

4.1 Unless otherwise specified in the Master Term Sheet and/or the Confirmation, the Interest for the Structured Products Investments shall accrue on the Principal Amount at the rate and for the Tenor provided in the Master Term Sheet and/or the Confirmation and shall be calculated on the basis of actual number of days elapsed in such Tenor divided by the Day Count Convention as specified in the Master Term Sheet and/or the Confirmation.

4.2 All rates, fixings and values required for the purpose of calculating the Interest and all other matters to be ascertained or established in respect of the Structured Products Investments shall be conclusively determined by the Bank acting in a reasonable manner in accordance with prevailing market practice.

5. Confirmation.

5.1 As soon as practicable after the Bank has invested in/executed the Structured Products Investments for the Investor, the Bank will send to the Investor a Confirmation of such investment by way of telex, facsimile or electronic means from which a hard copy can be produced and which may or may not require the Investor's signature/acknowledgement.

5.2 The Investor undertakes to check, examine and verify the correctness of each Confirmation and shall inform the Bank of any irregularities or discrepancies in the Confirmation within 24 hours or such other period as may be stated in the Confirmation, from the date of the receipt of the Confirmation, failing which the Investor shall be deemed to have approved and accepted the contents of the Confirmation and the Confirmation shall be conclusive and binding on the Investor. In the event that the Investor's acknowledgement/signature is required on the Confirmation, the Investor shall promptly sign and return the Confirmation (whether hard copy or

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by email) to the Bank provided that any failure of the Investor to sign/acknowledge the Confirmation as required shall not affect the Investor's acceptance of the terms of the Structured Product Investment stated in the Confirmation as provided in the foregoing sentence of this Clause.

5.3 Notwithstanding the above, the Bank reserves the right to correct errors made in any Confirmations relating to the Structured Products Investments at any time and/or from time to time by reason of operational error on the part of the Bank or other party.

5.4. It is hereby agreed between the parties that the Investor's execution of the Master Term Sheet/Confirmation or any other documents which are faxed back or a scan copy e-mailed to the Bank shall be admissible in court as evidence of the acceptance of the same and shall be considered an original and primary document. It is further agreed that a good transmission report generated by the facsimile of either party shall be deemed good service and simultaneous receipt thereof.

6. Maturity.

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

7. Early Redemption or Termination.

7.1 In the event the Investor requests the Bank to redeem or terminate the Structured Products Investment prior to its Maturity Date, the Bank may, in its sole and absolute discretion, accept or reject such request with or without any conditions. In the event such request is not accepted, the Bank shall be under no obligation to provide any reasons for such rejection. If the Bank accepts the Investor's request, the Investor shall comply with any conditions imposed by the Bank and subject to compliance with such conditions, the Bank will pay to the Investor any sums of the Principal Amount as may be realised from the premature termination of the Structured Products Investments less such costs and charges as specified in Clause 7.2 below. The Investor acknowledges that it is likely that the Payout Amount upon such early redemption or termination will be lower (and may even be non-existent) than if the Structured Products Investments had been invested until the Maturity Date. The Investor shall not be entitled to withdraw his request for early termination/redemption once a request is made.

7.2 In the event of early redemption or termination of the Structured Products Investment, the Investor shall bear and agrees to indemnify the Bank for any loss, damage, costs, or charges (if any) or administrative fees suffered or incurred in redeeming or terminating the Structured Products Investments in accordance with Clause 7.1, including legal costs, and unwinding costs incurred in relation to such premature termination which shall be deducted from the Payout Amount for the Structured Products Investment. Such loss, damage, costs, charges and fees shall be calculated in accordance with such formula as the Bank may prescribe from time to time

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and may be deducted by the Bank from the Principal Amount or from any moneys in the Accounts or such other amounts (if any) which are otherwise payable to the Investor.

7.3 The Bank is entitled to terminate the Structured Products Investments where the Structured Products Investments have a callable feature and the conditions of such termination shall be in accordance with the Master Term Sheet and/or the Confirmation.

8. Payment.

8.1 The Bank shall be discharged from its entire liability under the Term and Conditions upon the payment of the Payout Amounts on the Maturity Date of a Structured Products Investment or, if early redeemed or terminated on such early redemption or termination date. The payment of such Payout Amounts shall be credited to the Account notified by the Investor to the Bank or if the Bank has not been notified of such Account or that such Account notified by the Investor has ceased to be operative, to any of the Investor's Accounts as the Bank shall in its absolute discretion determine or by way of cheque or in some other form as determined by the Bank.

8.2 The Bank may convert any Payout Amount denominated in a different currency into a currency and in a manner the Bank considers appropriate at its prevailing rate of exchange.

9. Repayment.

9.1 If the Bank receives written notification addressed to the Bank of the Investor's death, bankruptcy, winding-up or any other reasons which affects the Investor's power, authority or right in investing in the Structured Products Investments, the Bank shall, unless the Bank receives instructions to carry on with the Structured Products Investments from, in the case of an individual Investor(s), the lawful heirs, executors, personal representative of the Investor; or in the case of a company Investor, the lawful representative or official receiver appointed to act on behalf of the Investor, terminate the Structured Products Investments prior to its scheduled Maturity Date in accordance with Clause 7 and in particular subject to such costs, expenses and charges specified in Clause 7.2, and shall pay any amounts resulting from such termination into the Accounts, including in the case of a Principal Protected Investment.

9.2 Where the Bank is presented with a garnishee order and/or Mareva injunction and/or injunction(s) and/or similar order from time to time whether in Malaysia or elsewhere issued against the Investor, the Bank shall be entitled to accelerate and mature the repayment of any Structured Products Investment as if its repayment before maturity was made at the Investor's request and the Payment Amount for the Structured Products Investment shall be subject to and determined in accordance with Clause 7 above.

10. Conflict of Interest.

10.1 The Bank is part of a large financial group and acts simultaneously for a large number of clients, as well as for its own account. As such, conflicts of interest cannot be completely avoided. Accordingly, the Investor acknowledges that the Bank and its/their affiliates or clients may: (a) effect transactions for the Investor through an agency of and/or with a counterparty which is a related organization or a person otherwise associated with it/them; (b) have a position or a direct or indirect interest in the Structured Products Investments; or (c) have bought or sold

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the Structured Products Investments as principal or for its/their other clients. The Bank or their affiliates and clients shall not be liable to account or specifically disclose to the Investor any profit, charge or remuneration made or received from any such transaction or other connected transactions.

10.2 The services provided by the Bank to the Investor are non-exclusive and the Bank shall be under no obligation to account to the Investor for any benefit received for providing investment services to others or to disclose to the Investor any fact or thing which may come to the notice of the Bank or any of its/their personnel, in the course of providing services to others or in any other capacity or in any manner whatsoever otherwise than in the course of carrying out its/their duties hereunder.

11. Foreign Currency.

11.1 Any foreign currency, being a currency (or sub-unit of any currency) other than Ringgit Malaysia, in an Account may (together with any sums in the same foreign currency deposited by other clients) be invested by the Bank in the Structured Products Investments agreed by the Investor provided the Investor has opened a foreign currency account with the Bank.

11.2 The Bank's obligation to make payment in foreign currency shall be conditional upon the availability of such foreign currency and subject to commission charges to be determined by the Bank from time to time.

11.3 Unless otherwise agreed, every payment received or made for an account in a currency other than that of the Account may be converted by the Bank, in its discretion, into or from the currency of the Account at the Bank's then prevailing rate of exchange. Any foreign exchange loss, charges or expenses shall be borne by the Investor.

12. Joint Accounts.

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

12.2 Notwithstanding the above, in the event of death of a Joint Account Holder, the Bank may restrict or refuse to permit operation of the joint account until it has received such evidence that any estate duty or other duty or tax payable on such joint account has been paid and/or to initiate interpleader proceedings in the event of any conflicting claim.

12.3 Remittances received in favour of a Joint Account Holder alone may be credited to the joint account unless the Bank has received contrary instructions.

12.4 The Bank's obligation to notify the Joint Account Holders (where applicable) shall be discharged if the Bank notifies any one of them.

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12.5 The provisions herein shall govern the legal relationship between the Joint Account Holders and the Bank exclusively, irrespective of the internal relationship between the Joint Account Holders themselves or their successors.

13. Partnership Accounts.

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

14. Company Accounts.

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

15. Powers of the Bank.

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

16. Representation, Warranties and Undertakings.

16.1 The Investor represents and warrants to the Bank as follows:- (a) if the Investor is a corporation, that the Investor is duly incorporated and is validly existing under the laws of its country of incorporation and has full power, authority and legal right to own its property and assets and to carry out its business and to execute and accept the Terms and Conditions; (b) that the Investor has full power, authority and legal right to open and maintain the Account and to invest in the Structured Products Investments and has taken or obtained all necessary action and consents to authorise the Investor's investment in the Structured Products Investments, to accept and be bound by the Terms and Conditions and to perform the Investor's obligations in respect hereunder in accordance with all applicable laws, regulations, constitutional documents and

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internal policies; (c) that the Terms and Conditions constitute legal, valid and binding obligations of the Investor enforceable against the Investor in accordance with the Terms and Conditions; (d) that no litigation, arbitration or administrative proceeding is currently taking place or pending or threatened against the Investor or the Investor's business or assets; (e) that the opening and

maintenance of the Account, the investment in the Structured Products Investments and the performance of the Investor's obligations under the Terms and Conditions will not contravene any law, regulations, rules, codes, customs and usages applicable to the Investor or constitute a breach of any of the Investor's other contractual obligations or constitute market misconduct by the Investor [(including without limitation insider dealing or notwithstanding the existence of any relationship or connection (if any) between the Investor (or any of its beneficial owners, where applicable) and the company underlying any Structured Products Investment]; (f) each Structured Products Investment is invested by the Investor as principal and not as agent or in any other capacity, fiduciary or otherwise and for the purpose of managing the Investor's Structured Products Investments or in connection the Investor's investment portfolio, or line of business and not for purposes of speculation; (g) the decision to invest in the Structured Products Investments is based on the Investor's own assessment and judgment without relying on any material provided or advice given by the Bank or its representative; (h) the amounts invested in any Structured Products Investment are funds from legitimate sources and are not related in any way directly or indirectly, to any unlawful activities criminalized under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001("AMLA"); and (i) the Investor accepts all risks arising from the Bank being authorised to accept and act on telephone, facsimile or other types of electronic (as agreed by the Bank) instructions; the above representations and warranties shall be deemed repeated on a continuous basis for so long as the Investor invests in the Structured Products Investments with the Bank.

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

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

17. Indemnity.

17.1 The Bank shall not, in any event, be liable for indirect, consequential or special damages of any nature for any reason whatsoever in connection with any Structured Products Investments whether or not informed of any facts or circumstances relating to an Investor, or for any loss, actions, proceedings, claims or demands in relation to the Structured Products Investments or the performance of services hereunder.

WARNING

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

17.3 Neither the Bank nor any of its directors, officers, employees or agents shall be liable to the Investor for any expense, loss or damage suffered by or occasioned to the Investor by reason of: (a) any action taken or omitted to be taken by any of them in connection with the Structured Products Investments or the Terms and Conditions including any delay or non-execution of the Investor's orders arising from any circumstances whatsoever including systems malfunction; (b) unauthorised use or forging of any authorised signature; (c) any malfunction of, or misunderstanding, error, mutilation, distortion, duplication or delay in the transmission of information and instruction however caused; (d) the investment in the Structured Products Investments and/or other documents under the Terms and Conditions; (e) the closing of the Account or unwinding of the Structured Products Investments, for whatever reason; (f) any unavailability of funds credited to any account due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond its control, in which circumstances neither the Bank nor any of its branches, subsidiaries or affiliates or their respective directors, officers, employees or agents shall be responsible therefore.

17.4 The Investor shall indemnify the Bank in full against all actions, proceedings, claims or demands which may be taken or made against or suffered by the Bank and any costs and expenses, losses (including foreign exchange losses), present or future taxes, legal fees, out of pocket expenses including without limitation stamp duties incurred in connection with the opening and maintenance of the Accounts and the investment in the Structured Products Investments, and other liabilities which may be incurred by the Bank in connection with the Structured Products Investments or the Terms and Conditions.

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

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

18. Other Terms.

18.1 Market Disruption Event: If the Bank determines the occurrence or existence of a Market Disruption Event which affects a Structured Products Investment, then in respect of such Structured Products Investment, the Valuation Date shall be the first succeeding Exchange Business Day on which there is no Market Disruption Event, unless there is a Market Disruption Event on each of the fifth (5th) Exchange Business Days or such other number of days as

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stipulated in the Master Term Sheet and/or the Confirmation immediately following the original Valuation Date. In that case, the fifth (5th) Exchange Business Day or such other day as stipulated in the Master Term Sheet and/or the Confirmation shall be deemed to be the Valuation Date, notwithstanding the Market Disruption Event. The Bank shall, then determine in good faith the estimate of the price of the Reference Derivative that would have prevailed but for that

Market Disruption Event as of the Valuation Time on that fifth (5th) Business Day or such other day as stipulated in the Master Term Sheet and/or the Confirmation.

18.2 Extraordinary Events: Upon the occurrence of any Extraordinary Event, the Bank shall have the sole and absolute discretion to determine any adjustments or action (including early termination of a Structured Product Investment) necessary in relation to Structured Product Investments affected by the Extraordinary Event. Such adjustments or actions may include (without limitation) altering or varying any Interest payable in respect of a Structured Product Investment, the underlying reference assets or formula or method of computation of any Interest, currency, tenor or other specifications of one or more Structured Product Investments, or the suspension of services provided under the Terms and Conditions or closure of Investor's Account or otherwise. The Bank will notify the Investor of any action it takes and provided such action is undertaken in good faith, any such adjustment or action shall be binding on the Investor and the Investor shall be liable for all losses, damages, costs, charges and/or expenses incurred by the Bank as a result of such action or adjustment.

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

18.3 Set-Off and Lien: Notwithstanding any provisions herein and in addition to any rights of set-off the Bank may have as a matter of law, under these Terms and Conditions or otherwise, the Bank may with notice to the Investor combine, consolidate or merge all or any of the Investor's accounts with any liabilities to the Bank and may set off or transfer any sum standing to the credit of any such accounts or set off or counter claim against any assets of the Investor in the possession of the Bank or any of its affiliates or subsidiaries at any branch or office to the full extent of all amounts payable by the Bank thereunder in or towards satisfaction of any of the Investor's liabilities to the Bank under the Structured Products Investments, and may do so notwithstanding that the balances on such accounts and the liabilities or assets concerned may not be expressed in the same currency and the Bank is hereby authorised to effect any necessary conversions at the Bank's own rate of exchange then prevailing or at such rate of exchange then available to the Bank.

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The Bank may at any time without prior notice to the Investor retain the balance of any Account together with any accrued interest and any other fees payable thereon pending settlement of any amounts by the Investor in relation to any Structured Product Investment of the Investor held with the Bank.

Nothing in the Terms and Conditions will be treated as constituting any restriction or waiver of any rights of set-off, combination or lien to which the Bank is or may at any time be entitled by law.

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

18.5 Interest on overdue amounts: The Bank may charge interest in respect of any sums due to the Bank and unpaid at such rates as the Bank may determine until all such sums are fully paid, before as well as after judgment.

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

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

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

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18.9 Use of advisers: In all matters relating to its provision of services under the Terms and Conditions, the Bank may act on the opinion or advice of the Bank's advisors (legal, financial or otherwise) and shall not be responsible for any consequence of acting or not acting in accordance therewith.

18.10 Severability: If at any time any of the Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of such provision under the law of any other jurisdiction and of the remaining provisions of the Terms and Conditions shall not be affected or impaired. Each of the Bank's rights, powers, privileges and/or remedies contained in the Terms and Conditions shall continue in full force and effect until and unless specifically amended or waived in writing by the Bank.

18.11 No waiver of rights: No failure to exercise and no delay in exercising on the part of the Bank any right, power or privilege under the Terms and Conditions shall impair such right, power or privilege or operate as a waiver thereof nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18.12 Remedies cumulative: The rights, power, privileges or remedies provided in the Terms and Conditions are cumulative and are not exclusive of any rights, power, privileges or remedies provided by law.

18.13 Successors: The Terms and Conditions shall be binding on and enures to the benefit of the Bank and the Investor and their respective heirs, estates, executors, personal representatives, successors in title and permitted assigns.

18.14 Amendment: The Bank may vary or amend the Terms and Conditions at any time at the Bank's sole and absolute discretion and where material, may notify the Investor of such variations or amendments whether in writing at the address provided by Investor to the Bank or email, by post or by publishing such variation or amendment on the Bank's website, whichever is deemed appropriate by the bank in its sole discretion. Such variations and/or amendments shall be deemed to have effect and be binding on the Investor on such date as the Bank may stipulate. Such variations and/or amendments shall be binding on the Investor regardless of whether or not the Investor has received actual notice of the variations and/or amendments and if the Investor continues to transact in or invest in the Structured Products Investments after such notification, the Investor shall be deemed to have agreed to all the variations and/or amendments.

18.15 Governing law and jurisdiction: The Terms and Conditions and all relations between the parties shall be governed by and construed in accordance with Malaysian law. The Investor irrevocably submits to the exclusive jurisdiction of the Malaysian courts in all matters pertaining thereto.

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18.16 Notices and Demands:

18.16.1 Any information relating to the Structured Products Investments and the Terms and Conditions shall be deemed to have been given by the Bank in any of the following manner: - publishing in any newspapers, displaying at the Bank's branches or automated teller machines, posting on the Bank's website, electronic mail or letter or such other means as the Bank may determine in its absolute discretion.

18.16.2 Any notice or communication or demand to be given by the Bank to the Investor shall be conclusively deemed to have been received (notwithstanding that such notice may not in fact be received by the Investor): (i) in the case of delivery by person, at the time of delivery to any address provided by the Investor or such other address the Investor may notify to the Bank from time to time; (ii) in the case of ordinary or registered post, two (2) days after the date of posting or where posted to an address outside Malaysia, five (5) days after the date of posting, to any address provided by the Investor or such other address the Investor may notify to the Bank from time to time; and (iii) in the case of facsimile to a facsimile number provided by the Investor or such other facsimile number the Investor may notify to the Bank from time to time; (iv) in the case of electronic mail to the electronic mail address provided by the Investor or such other electronic mail address the Investor may notify the Bank from time to time; or (v) in the case of a posting on the Bank's website, on the date of such posting.

18.16.3 Where the Investor consists of more than one person, a notice sent by the Bank to any one of the persons in whose names or names the Account is opened or the Structured Products Investments are invested in accordance with the Terms and Conditions will be deemed to be sufficient and valid notice to all persons in whose name or names the Account is opened or Structured Products Investments are invested.

18.17 Instructions: The Investor agrees that his (or his authorised signatories) instructions shall be at his own risk and the Bank may at its absolute discretion decide to treat such instructions and the signature or mark (if any) as being true and correct and as having emanated from the Investor without further verification and the Investor (or his authorised signatories) shall have no claim whatsoever against the Bank for exercising its discretion to act on such instructions. Without prejudice to the foregoing, the Investor acknowledges that the Bank is subject to the obligations of a reporting institution under the AMLA and shall, promptly at the request of the Bank provide further verification of such instructions and the Bank shall not be liable for any losses, damages, costs or expenses whatsoever arising from its failure to act on the instructions pending receipt by the Bank of the verification of the instructions in a manner and form satisfactory to the Bank.

The Bank shall not be liable for acting in good faith upon any instruction notwithstanding that it is subsequently shown that the instruction was not given by the Investor (or his authorised signatories) or for any misunderstanding or for any error, loss or delay resulting from the use of postal services, facsimile transmission devices or any other equipment for other forms of electronic communication.

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

18.18 Assignment: (a) The Investor shall not assign or transfer any of the Investor's rights, interest, powers or obligations under the Account or any Structured Products Investment or the Terms and Conditions. (b) The Terms and Conditions shall operate for the benefit of the Bank and its successors and assigns, notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of the Bank or any such successor or assign. The Bank may assign or otherwise transfer all or any of its rights, interest, powers or obligations under the Terms and Conditions, any Account and Structured Products Investments and may deliver the same to the transferee(s) who shall thereupon become vested with all the rights, interests and powers in respect thereof which were formerly vested in the Bank. The Bank shall be released and discharged from any liability or responsibility in respect of the rights, interest, powers or obligations so transferred but shall retain all its rights, interest, powers or obligations not transferred.

18.19 Force Majeure: (a) The Bank shall not be liable if it is prevented or hindered from carrying out its obligations to the Investor by reason of any cause beyond the Bank or the Agent's reasonable control, including any change in applicable law, expropriation, moratorium, exchange restriction or any other act or threat of governmental or other authority, war, act of terrorism, civil disturbance, fires, labour disputes, epidemics, riots or acts of God. (b) In the event of any limitation on use or unavailability or non-payment of funds due to exchange restrictions, inconvertibility or any other cause beyond the control of the Bank, the Bank may discharge its obligations by paying the Investor or the Investor's order such funds at any time (whether before, on or after maturity) and in any currency as the Bank may determine in its discretion.

18.20 Tax: The Investor shall be liable for the payment of any tax applicable on the Interest and/or the Principal Amounts including any goods and services tax (or such other tax of similar nature) or any other tax required by law whether in or outside Malaysia to be paid by the Bank in respect of any Structured Product Investment and/or any amount in any Accounts in relation thereto.

18.21 Certificates: The Bank's certificate as to the Payment Amount or any amount of any sum payable by the Bank or to the Bank pursuant hereto shall be conclusive save in the case of manifest error. Notwithstanding the foregoing, the Bank hereby reserves the right to correct any errors in any such certificate.

WARNING

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18.22 Confidentiality: (a) The Bank shall keep confidential (subject to disclosure permitted or required under applicable laws and regulations) all information concerning the Account, the Structured Products Investments and the Investor. (b) The Investor hereby expressly irrevocably consent and authorises the Bank to furnish all relevant information relating to or arising from or in connection with the Account, the Structured Products Investments and the Investor to such other authority or body established by Bank Negara Malaysia and/or the Securities Commission and/or the Bursa Malaysia or such other authority having jurisdiction over the Structured Products Investments or the Bank or anybody or authority or party to whom the Bank is associated with or to a potential assignee or other person proposing to enter into contractual arrangements with the Bank when requested to do so at any time and from time to time by the relevant person and for the purpose of Financial Services Act 2013, the Investor hereby irrevocably consents to such disclosure and confirms that the Bank shall be under no liability for furnishing such information whether before on or after the date of the Investor's investment in the Structured Products Investments.

18.23 Risk Disclosure Statement: The Investor accepts all risks arising from its investment in the Structured Products Investments, including without limitation to any loss suffered as a result of investment in the Structured Products Investments. The Investor's attention is drawn to and the Investor acknowledges that it has read and fully understood the Risk Disclosure Statement (provided together with these General Terms and Conditions and evidenced by its signature(s) thereto).

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

Individual

Name of Investor:

Name of Investor:

MyKad No: -----

MyKad No: -----

Date: -----

Date: -----

WARNING

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Company

Name of Company:

Name of Company:

Registration No: -----

Registration No: -----

Name of Authorised
Representative/ Signatory

Name of Authorised
Representative/ Signatory

MyKad No: -----

MyKad No: -----

Date: -----

Date: -----

WARNING

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