

## Terms and Conditions for RHB Reflex Cash Management Services and Mobile Banking

RHB's Website at <https://www.rhbgroup.com> makes available a range of banking services and products to the Customer through the Website to facilitate the Customer's business banking needs. These Terms and Conditions will govern the Customer's access and/or use of the Reflex Cash Management Services and Mobile Banking. In consideration of RHB agreeing to make available and/or continuing to make available the Reflex Cash Management Services to the Customer, the Customer agrees to abide by the provisions under these Terms and Conditions. By downloading or using the Mobile Banking Application for Reflex Cash Management Services, these Terms and Conditions will apply to the customer. IF THE CUSTOMER DO NOT AGREE WITH ALL OF THESE TERMS and CONDITIONS, THEN THE CUSTOMER MUST DISCONTINUE USING THE MOBILE BANKING APPLICATION IMMEDIATELY.

NOW IT IS HEREBY AGREED between the parties as follows: -

### 1. DEFINITIONS & INTERPRETATION

1.1. In these Terms and Conditions where the context so admits, the following expressions shall have the meanings designated as follows unless otherwise stated: -

'Account(s)'	means any and all accounts that (a) the Customer maintains with RHB, which has been nominated and authorised for access and/or use by the Customer (whether in the Reflex Cash Management Services Application Form or otherwise) and which RHB has permitted the Customer access and/or use; or (b) RHB has otherwise provided access to the Customer for information on Reflex Cash Management Services; in accordance with RHB's procedures for purposes of facilitating the Customer's access and/or use of the Reflex Cash Management Services.
'Account Management Services'	means those services for inquiry purposes only which are identified in the Form for Selection of Reflex Cash Management Services as 'Account Management Services'.
'Acknowledgement'	means any positive confirmation, non-acceptance, acknowledgement, rejection, cancellation or reply by RHB to the Customer.
'Admin ID'	means the access identification number issued by RHB to the Customer to create Profiles and User IDs.
'Bank Negara Malaysia'	means the central bank of Malaysia, incorporated under the Central Bank of Malaysia Act 1958 as may be amended.
'Banking Day'	means a day on which RHB is open for business in Kuala Lumpur.
'Buyer'	means a party(ies) who will be uploading, receiving, accepting or rejecting the invoice(s) data issued, uploaded or submitted by a Seller through the Financial Supply Chain Services
'Corporate ID'	means the access identification number issued by RHB to the Customer to authorise and confirm the Profiles and User IDs created with the use of the Customer's Admin ID.
'Content'	means any and all materials, information, graphics, texts, images, links, advertisements and data appearing or contained in the Website, including the materials and content relating to the Reflex Cash Management Services.
'Customer'	means any Buyer, Seller, corporation, partnership, society, club, association or any other entity identified in the Reflex Cash Management Services Application Form to whom RHB has agreed to provide the Reflex Cash Management Services upon the Terms and Conditions hereunder.
'End User(s)'	means any one or more of the Customer's authorised servants, employees and/or agents which the Customer has grouped under a Profile and has been assigned a User ID by the Customer for the operation of the Reflex Cash Management Services for and on behalf of the Customer.
'Financial Supply Chain Services'	means the service RHB provides to me/us ( buyer/seller ) which is based on or relates to a data exchange between buyer and seller for (a) issuing or uploading or rejecting of Purchase order, Invoice(s), credit note or debit note (b) request for financing based on invoice(s) accepted or approved by buyer and/or seller (c) request for telegraphic or internal transfer to pay invoice(s) due for payment.

'Form for Selection of Reflex Cash Management Services'	means the form(s) known as the 'Form for Selection of Reflex Cash Management Services' submitted to RHB by the Customer which identifies the particular Reflex Cash Management Services applied for by the Customer from time to time for its access and/or use through the Website.
'Identifiers'	includes the Admin ID, Corporate ID, User ID, Token, Password to Token, Token Passcode, password and any one or more of them as the context requires.
'Instruction(s)'	means any application, authorisation, instruction, mandate or request issued by the Customer to RHB to carry out any one or more of the Reflex Cash Management Services permitted by RHB, and includes without limitation any message communicated electronically, by fax, by telephone or otherwise.
'Link'	means a link which is marked as a highlighted word, a different coloured word and/or a graphic (e.g. a trademarked logo or a button) on the Website which alerts the user of the Website to the existence of a link to another page on the Internet or World Wide Web on a site other than the Website.
One Time Password	means a string of numbers which is issued by RHB to the Customer send to Users registered mobile number for purpose of facilitating the Users to access Reflex Cash Management System in accordance with RHB's standard procedures.
Security Code	means a string of numbers and alphabets generated by Reflex Cash Management System in accordance to RHB's procedures, which is sent to Users registered mobile number for purpose of facilitating the Users to activate the Token.
'Profile(s)'	means category created by RHB for the Customer directly or all and any of the different categories of End Users created and set by the Customer with the use of the Admin ID and Corporate ID, by which the Customer regulates and fixes its framework of checks and balances for the operation of the Reflex Cash Management Services, whichever applicable.
'Reflex Cash Management Service(s)'	means RHB's transactional electronic banking products, services and/or facilities, the Financial Supply Chain Services, Trade Finance Services, Third-Party Services and such other services as may be added, withdrawn, varied or replaced by the Bank at any time and from time to time as the Bank may in its sole and absolute discretion deem fit (whichever applicable or subscribed by the Customer).
'Reflex Cash Management Services Application Form'	means the application form submitted to RHB by the Customer at the time of application for services offered by the Bank under the Reflex Cash Management Services'.
'RHB Reflex Premium Plus Service(s)'	means third-party system integration with RHB Cash Management System including but not limited to third party web, mobile and desktop applications, for the purpose of providing customers with rebated electronic services, depending on the subscription access.
RHB Live FX	means an additional service with features which enables RHB Reflex Customers with Foreign Telegraphic Transfer service ("Customer") to book foreign exchange rate(s) online via RHB's Reflex Cash Management Services
'Mobile Banking App' or 'App'	means the RHB Mobile Banking Application version n-1 (or any subsequent version) which can be downloaded to any mobile device which runs an operating system supported by the Bank, through which the Customer can access some of our Internet Banking service.
'Mobile Devices'	means the mobile phone or smartphones which is used to access the Mobile Banking App.
'Eligible Accounts'	means corporate accounts in the Customer sole name and to joint accounts which the Customer holds with another person but only if the mandate is "either one to sign" which has been registered with the Bank.
'RHB' or 'Bank'	Means RHB Bank Berhad ((Registration No.:196501000373)(6171-M)) and/or RHB Islamic Bank Berhad ((Registration No.:200501003283)(680329-V)), a company incorporated in Malaysia pursuant to the Companies Act 2016 and licensed to conduct banking business under Financial

Services Act 2013 and/or Islamic Financial Services Act 2013, having its registered office at Level 10, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur and includes its subsidiaries, successors -in-title and assigns and where applicable, any one of them.

'RHB's procedures'	means RHB's procedures as may be set forth in the user manuals relating to the Reflex Cash Management Services.
'Seller'	means a party(s) issuing, uploading or submitting the invoice(s), credit notes(s) or debit note(s) data through the Financial Supply Chain Services.
'Service Charge(s)'	means the charge(s) payable by the Customer for the Reflex Cash Management Services (including any interest, commission or other applicable charges) in accordance with these Terms and Conditions, whereby such charges, interest, commission or other applicable charges may be varied from time to time.
'Standard Terms'	means any (a) guidelines, policies, rules, procedures, terms and conditions determined by RHB; and/or (b) terms and conditions accepted by the Customer or entered into between the Customer (or such other person) and RHB (including letters of offer and terms and condition); from time to time for and in connection with the Account(s), the banking products and/or services under the Reflex Cash Management Services together with any amendments made from time to time to any of the foregoing. 'Standard Terms' also means any guidelines, policies, rules, procedures, Terms and Conditions determined by RHB from time to time for and in connection with the operation of the Subsidiary Account(s) together with any amendments made from time to time to any of the foregoing.
'Subsidiary Account(s)'	means any and all accounts that any of the Customer's subsidiary(ies) maintains with RHB, which has been nominated and authorised for access and/or use by such subsidiary and which Customer's Subsidiary has permitted the Customer access and/or use in accordance with RHB's procedures for purposes of facilitating the Customer's access and/or use of the relevant services other than the Financial Supply Chain Services under of the Reflex Cash Management Services.
'SysAdmin 1'	means the authorised representative of the Customer identified in the Reflex Cash Management Services Application Form who is authorised to act on behalf of the Customer as the system administrator to create the End User and Profile, which person may be changed by the Customer from time to time.
'SysAdmin 2'	means the authorised representative of the Customer identified in the Reflex Cash Management Services Application Form who is authorised to act on behalf of the Customer as the system authoriser to approve the creation of the End User and Profile, which person may be changed by the Customer from time to time.
'Terms and Conditions'	means these Terms and Conditions governing the provision of the Reflex Cash Management Services and shall include the Reflex Cash Management Services Application Form, the Form for Selection of Reflex Cash Management Services, the letter(s) of acknowledgement of Customer's offer (including any annexures) issued by RHB to the Customer from time to time in relation to the Reflex Cash Management Services and where applicable, the Standard Terms; together with any variations made from time to time to any of the foregoing.
'Token'	means an electronic device issued by RHB to the Customer for purposes of generating a Token Passcode.
'Token Passcode'	means a string of numbers generated from the Token in accordance with procedures, which a User will use as one of the Identifiers to gain access and/or use to the Reflex Cash Management Services.
'Trade Finance Services'	means any application(s) and/or instruction(s) submitted via Reflex Cash Management Services pertaining to trade services and/or trade financing facilities offered by RHB which are used to facilitate trade transaction(s)
'Transaction(s)'	means any Reflex Cash Management Service transaction(s), or series thereof, conducted on the Website and which may only be effected by the Customer by communicating

Instructions/Applications and where applicable, providing Transaction Document(s) to RHB in accordance with RHB's procedures.

'Transaction Data(s)'	means any purchase order(s), invoice(s), debit note(s) and credit note(s) data (as issued by a Seller to a Buyer), data, information, forms or supporting documentation required by Financial Supply Chain services, from time to time which the Buyer or Seller must complete and update the system electronically in order to trade or apply for banking services provided under the Financial Supply Chain services.
'Transaction Document(s)'	means any data, information, forms or supporting documentation required by RHB from time to time which the Customer must complete and submit to RHB electronically and/or physically (as determined by RHB), together with the Instructions, in order to apply for specific banking products or services provided under the Reflex Cash Management Services.
'TP Account'	means any account that any third party (including but not limited to subsidiaries, holding companies, related companies, the Customer's clients, the Customer's vendors and service providers, etc.) maintains with RHB or any other licensed financial institution (whether in Malaysia or elsewhere) approved by RHB.
'User'	means SysAdmin 1, SysAdmin 2 and/or any End User.
'User ID'	means (i) the user id (consisting of alphanumeric) issued by the Customer to the User, which the Customer has grouped under a specific Profile, (ii) the user id (consisting of alphanumeric) issued by the RHB to the Customer OR (iii) the user id (consisting of alphanumeric) issued by the RHB to the Customer and thereafter any alphanumeric user id will be issued by the Customer to the User, which the Customer has grouped under a specific Profile, whichever applicable.
'Website'	means RHB's website at <a href="https://www.rhbgroup.com">https://www.rhbgroup.com</a> from which the Reflex Cash Management Services are made available to the Customer by RHB.

## 2. OPERATION OF THE REFLEX CASH MANAGEMENT SERVICES

### Access and/or use to the Reflex Cash Management Services

- 2.1. The Customer shall use the relevant Identifiers provided by RHB to sign on to the Reflex Cash Management Services in accordance with RHB's procedures for purposes of submitting Instructions to RHB. Depending on the type of Reflex Cash Management Services subscribed, the Customer may use the Reflex Cash Management Services on its own or through the appointment of SysAdmin 1 and SysAdmin 2, as well as the creation of the End Users by SysAdmin 1 and SysAdmin 2. For this creation, the Customer authorises the Users to act for and on behalf of the Customer for the purposes set forth under or pursuant to these Terms and Conditions. The Customer shall ensure that all Users comply with all of the Customer's obligations under these Terms and Conditions and the Customer shall be bound by the User(s)' failure, neglect or omission to comply with such obligations.
- 2.2. The Customer understand that he/she must download the Mobile Banking App from Operating System official web store and shall not install the Mobile Banking App through a third party or services which is not offered by their mobile devices operating system.
- 2.3. Upon successful login of the User ID and Password, all instructions and transactions issued thereafter shall be attributed to the Customer nevertheless that such access, instruction or transaction may have been made by a third party whether authorised or unauthorised. The Customer further represents and warrants that all information and instruction forwarded to the Bank from time to time through this Mobile Banking App are correct, validly issued and legally binding on the Customer.
- 2.4. The Customer is deemed to agree that instructions or transactions received by the Bank are irreversible when received, completed, or relied upon by the Bank and the Bank is authorised to comply with instructions received from the Mobile Banking App.

### Service Availability

- 2.5. RHB makes no warranty that the Reflex Cash Management Services (or any part thereof) provided under the Website will be available at the times stated therein. In the event of any failure or disruption in the Reflex Cash Management Services (or any part thereof), the Customer may contact RHB's call centre in accordance with Clause 2.18 Except for Financial Supply Chain Services and Third- Party Services, the Customer may still carry out banking transactions via RHB's other service delivery channels (eg. Branch, Trade Finance Center, ATM, via RHB Phone Banking, etc.).

- 2.6. Unless otherwise provided herein, RHB may from time to time with or without prior notice set or vary the frequency or manner of use of the Reflex Cash Management Services including without limitation services, features, products and facilities available through the Reflex Cash Management Service. RHB may make available new, additional or enhanced service(s) and/or product(s) through or under the Website at any time. By utilizing such new, additional or enhanced service(s) and/or product(s) as and when such service(s), and/or product(s) become available, the Customer shall be bound by the Terms and Conditions in force governing such new service(s) and/or product(s).
- 2.7. The Mobile Banking App will only be accessible for mobile phones and data connections which meet the required provisions and configurations as may be specified by the Bank from time to time and the Customer agree to secure and maintain a mobile phone and data connection which meet these requirements at their own expense. Below is the list of functions in the Mobile Banking App:

No	Function Scope	Description
1	Mobile Banking login	Customers are required to input their login credentials along with the token generated number as a method of 2 factor authentication.
2	Transaction History	Display all past transactions performed on the corporate account which summarizes the details of the transaction entries and display 90 days past transactions.
3	Task List	Display all pending transaction authorization on the authorizer's portfolio. Authorization matrix remains as per the web application and the workflow setup / entitlement is done during customer onboarding.
4	Transaction Status Inquiry	Inquiry Display all past transactions performed on REFLEX which summarizes the details of the transaction and will display 90 days past transactions.
5	End of Day Balance Inquiry	Displays the past day (T-1) corporate account's balances based on currency. Information includes accumulated balances from all the corporate accounts.
6	Foreign Exchange Inquiry	Displays the information on the Foreign Exchange rate. Rates displayed will be a "special" rate based on the corporate's profile.
7	FAQ, Branch Locator and Contact Us	Displays the frequently asked questions on RHB Cash Management Services, branch locator and contact list of RHB Cash Management Services Careline.

- 2.8. The Bank may inform the Customer from time to time about changes to the way the Customer should access or operate the Mobile Banking App. The Customer must observe all such changes when accessing or operating the Mobile Banking App.
- 2.9. User Guidance on the operation of the Mobile Banking App will be made available to the Customer. The Customer must follow all relevant User Guidance whenever they access or operate the Mobile Banking App.
- 2.10. The scope, features and functionality of the Mobile Banking App will differ from the other Banking Services for other electronic channels, and may be varied by the Bank from time to time. The Customer agree and acknowledge that
- Certain services are not available on the Mobile Banking App and these may or may not become available in the future; and
  - Certain services which are currently available on the Mobile Banking App may be discontinued.
- 2.11. The Customer acknowledge and agree that the Bank may, in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all of the Mobile Banking App, or any function or feature of the Mobile Banking App, without giving any reason and without incurring any liability.

#### Sufficiency of Funds

- 2.12. The Customer shall ensure that sufficient funds are maintained in the Account(s) and Subsidiary Account(s) (as the case may be) for the purpose of the Reflex Cash Management Services at least one (1) Banking Day before the date of submission of the Instruction(s). RHB shall not be obliged to carry out any Instructions for any Reflex Cash Management Services unless and until the Account(s) and Subsidiary Account(s) have sufficient funds to transfer or pay the relevant amount(s) and applicable Service Charges. Notwithstanding the foregoing RHB may at its sole discretion and without reference to the Customer carry out any Instructions (or part thereof) despite the insufficiency of funds in the Account(s) and/or Subsidiary Account(s).

#### Verification

- 2.13. The Customer is required to check the contents of each Instruction before submission to RHB or to buyer or seller within the Financial Supply Chain services, to ensure the authenticity, accuracy, completeness and correctness of the content. The Instructions submitted by the Customer via the Website shall be deemed fixed and finalized and shall become effective and binding on the Customer. Further the Customer shall check if the Instructions have been processed by checking (a) all Transactions recorded in the status of inquiry of Transaction(s), and (b) the Account and Subsidiary Account balance recorded in the Transaction history.
- 2.14. RHB shall make available information displayed on the Transaction history and status of inquiry for limited periods of time. RHB makes no warranty that the information and data made available via the Website (including without limitation the aggregate history of Transactions for any Account and Subsidiary Account) will be available at all times and RHB shall

not be liable for any loss or damage suffered by the Customer as a result of any unavailability of any such information and data.

- 2.15. RHB shall make available advice(s) pertaining to instruction(s)/application(s) made under Trade Finance Services as soon as practicable thereafter confirming that RHB have carried out Customer instruction/application. Customer shall thereafter be under a duty to check the accuracy and correctness of any advice, and raise any objections (if any) within three (3) banking days of the receipt of such advice failing which the matters stated in such advice shall be deemed correct and conclusive as against the Customer.

#### Limits

- 2.16. At RHB's absolute discretion RHB may from time to time, impose or revise limits on transfer, payment and number of Transactions executed at any one time, by giving notice to the Customer.

#### Discrepancies

- 2.17. The Customer hereby agrees that unless the Customer notifies RHB of any discrepancies by the Banking Day immediately following the completion of the Transaction, the entries in the Transaction history and status of inquiry of Transactions shall be deemed correct, final and conclusive and binding on all parties as evidence of such Transactions effected by the Customer. RHB shall not be liable to the Customer for any loss and damage suffered by the Customer arising from or in connection with the Customer's failure or delay to notify RHB of any discrepancies in the Transaction(s), Instruction(s), and status of inquiry of Transactions or Transaction history after the Banking Day immediately following the completion of the Transaction. For the avoidance of doubt, the term 'discrepancies' used in this Clause 2.17 means any disparity between the information displayed in the Transaction history or status of inquiry of Transactions, with the Instructions and/or Transactions issued by the Customer.

#### Call Centre

- 2.18. In relation to the Reflex Cash Management Services, the Customer may submit any queries, lodge complaints or issue Instructions to RHB in such manner as RHB requires in accordance with RHB's procedures by using the contact details of RHB's call centre set forth in the 'Contact Us' section of the Website. RHB's investigation and resolution procedures for complaints lodged by the Customer may be found in the 'Contact Us' section of the Website.

### 3. INSTRUCTIONS

#### Effect of Instructions

- 3.1. All Instruction(s) shall be effected using the Identifier(s) in accordance with RHB's procedures and any applicable laws from time to time. The Customer acknowledges that certain Instructions may only be processed (a) after the Customer has submitted and RHB has received the Instructions; and/or (b) during normal banking hours on the Banking Day. RHB does not warrant that any Instruction will be executed within any particular time frame or in any particular order. In the event the Customer requires RHB's immediate attention or action the Customer shall issue Instructions to RHB directly via telephone in accordance with Clause 2.9. The Customer shall immediately provide RHB with written confirmation of its Instructions made via the telephone. Notwithstanding the foregoing RHB is entitled to act on the Instructions issued by telephone without receiving written confirmation of the same.
- 3.2. The Customer irrevocably agrees and authorises RHB to act on all Instruction(s) effected (whether authorised or not) through the use of the Identifiers, including without limitation where such Instruction result in mistaken, fraudulent or unauthorised handlings, payments, settlement or transfers to be made. The Customer further agrees that any Instructions and/or requests received by RHB which are identified by any or all Identifiers shall be deemed to have been issued by the Customer and/or its User even though such Instructions and/or requests may have been issued by a third party, whether authorised or unauthorised. The Customer accepts full responsibility for all such Instruction(s) and/or requests, and in particular for ensuring the authenticity, correctness, accuracy and completeness of its Instruction(s) and the Customer agrees that RHB shall not be liable for any loss and damage arising from any inauthentic, incorrect, inaccurate, or incomplete Instructions submitted to RHB or for any other error or delay arising therefrom.
- 3.3. All Instruction(s) effected (whether authorised or not) through the use of the Identifiers shall be binding on the Customer once transmitted to RHB or to buyer/seller within the Financial Supply Chain services, notwithstanding any error, fraud or forgery and the Customer agrees that RHB shall not be liable for any loss or damage (including without limitation loss of funds) suffered or incurred by the Customer, its subsidiary(ies) and/or any third party as a result of any or all such Instructions effected. Without limiting the generality of the foregoing, RHB shall not be liable for any loss or damage (including without limitation loss of funds) suffered or incurred by the Customer, its subsidiary(ies) and/or any third party as a result of the following:-
- 3.3.1. Any unauthorized Instructions or Transactions effected using the Identifiers;
- 3.3.2. RHB's refusal to act upon any Instruction(s) given to RHB under suspicious or irregular circumstances as determined by RHB in its absolute opinion;
- 3.3.3. RHB's effecting Instruction(s) without verifying the authenticity, correctness, accuracy and/or completeness of such Instruction(s), although RHB is entitled at its sole discretion to seek such confirmation from the Customer; and/or
- 3.3.4. The Customer's non-observance of any of the Terms and Conditions herein.

**Cancellation or amendment of Instructions**

- 3.4. Once the Customer has given an Instruction, the Customer cannot cancel or amend it. However, upon the Customer's request in writing, RHB may, at its discretion as RHB deems fit, (but shall not be obligated to agree) (a) to grant, conditionally grant or refuse the Customer's written request for a refund of the monies paid out or funds transferred or (b) at the Customer's written request, revoke, cancel or otherwise amend any earlier Instruction of the Customer. All costs and charges incurred by RHB in implementing any such requests by the Customer shall be borne by the Customer and may, as RHB deems fit, be debited from the Account(s) designated by the Customer.

**Notification to RHB**

- 3.5. It shall be the Customer's responsibility to notify RHB immediately:
- 3.5.1. Upon receipt of incomplete, garbled or inaccurate data or information from RHB of any and all Instructions, Transactions or other use under the Reflex Cash Management Services;
  - 3.5.2. Upon receipt of any data or information which is not intended for the Customer; and/or
  - 3.5.3. Upon becoming aware, or where the Customer suspects or has any reason to believe that any Instruction(s) sent by the Customer has not been received by RHB or is inauthentic, incorrect, incomplete or inaccurate including without limitation any mistaken, fraudulent or unauthorised payments or funds transfers from or to the Account(s), Subsidiary Account(s) or TP Account(s).
- 3.6. RHB is under no obligation to process any Instruction (or part thereof) received and may reject or delay processing of the same without any liability whatsoever accruing to RHB, including without limitation in the following events:
- 3.6.1. The Instructions and/or Transaction Documents (or part thereof) appear to RHB to be inauthentic, incorrect, inaccurate, incomplete, garbled or corrupted;
  - 3.6.2. The Account(s), Subsidiary Account(s) or TP Account to which the Instructions relate is frozen, closed or suspended or the Customer has entered an incomplete, incorrect or invalid account number;
  - 3.6.3. RHB knows or has reason to believe that a breach of security, fraud, criminal act, offence or violation of any law or regulation has been or will be committed; and/or
  - 3.6.4. The Customer has not complied with this Terms and Conditions, any or all of RHB Bank's procedures or requirements set forth in the Standard Terms or any notice sent by RHB to the Customer from time to time.
- 3.7. RHB shall be under no obligation, nor duty of care, nor be responsible to investigate the authenticity, correctness, accuracy, completeness or integrity of the Instructions (or part thereof) received by RHB or the authority of the person transmitting and/or effecting the same; and may treat such Instructions received as effective and binding on the Customer notwithstanding any error, fraud, forgery, lack of authority or misunderstanding.
- 3.8. The Customer hereby consents to all notices and other communications which concern the Mobile Banking App as may be given by the Bank in any one of the following manners:
- i. By electronic mail to the Customer's last known e-mail address in the Bank's records and such notification shall be deemed received twenty-four (24) hours after sending.
  - ii. By display in the Bank's business premises and such notification shall be deemed effective upon such display.
  - iii. Broadcasting a message on the Bank Internet Banking Website or Mobile Banking App.
  - iv. If notified to the Customer in any other manner as the Bank deems fit.

**Foreign Exchange Notices**

- 3.9. The Customer agrees to submit FEA Declaration Form together with any necessary supporting documents to RHB as proof of declaration on their relationship with the beneficiaries and purpose of payment for related Foreign Telegraphic Transfer (FTT) transaction. The Customer is liable to provide translated copies of the supporting documents in English or Bahasa Malaysia, if the supporting documents are of any other languages. RHB reserves the right to suspend or remove the FTT module from the Customer's package or take any action which deemed necessary should the Customer fail to submit the FEA Declaration Form and supporting documents within the stipulated time.
- 3.10. When performing fund transfers, including FTT, the Customer agrees and undertakes that it shall, at all times, comply and be solely responsible for the compliance with Bank Negara Malaysia's (BNM) notices under the Foreign Exchanges Notices as made available on their website.
- 3.11. Customer using Trade Finance Services shall also agree to fully comply with Foreign Exchange Notices where applicable and made available the necessary supporting documents/ information to RHB whenever required by RHB.

**Transaction Document(s)**

- 3.12. In respect of particular banking products and services RHB may require the Customer to submit Transaction Document(s) in support of the Customer's Instructions. The Customer shall ensure that any and all Transaction Document(s) submitted electronically to RHB constitute scanned images of the (a) original and authentic documentation; and/or (b) summary of information derived from original and authentic documentation; required by RHB to process the application for the relevant Reflex Cash Management Services. At RHB's request or in accordance with RHB's procedures, the Customer shall produce the original documentation or otherwise prove to RHB's satisfaction that the Transaction Document(s) submitted electronically to RHB Bank constitutes the original and authentic documentation required by RHB or a

summary of information derived from the original and authentic documentation. Further the Customer warrants that the information provided in the Transaction Documents shall be correct, complete and accurate.

#### **RHB Live FX**

- 3.13. The Customer may book Foreign Exchange Transactions with RHB within the RHB's business hours in Kuala Lumpur (i.e. from 8.00 a.m. to 6.00 p.m.) on any day other than Saturdays, Sundays and public holidays in Kuala Lumpur ("Business Hours"). RHB reserves the right to vary the Business Hours with prior notice to the Customer;
- 3.14. There is risk of loss when transacting in Foreign Exchange Transactions which can be substantial. The customer shall therefore carefully consider whether such transactions are suitable in light with its financial requirement, understand the nature of the transactions and the extent of the potential exposure to loss.
- 3.15. Only the Reflex authorized personnel i.e. SysAdmin 1 and/or SysAdmin 2, that the Customer had registered with and approved by RHB's Reflex team are allowed to grant the access to the users to book Foreign Exchange Transaction via the RHB Live FX.
- 3.16. All the foreign exchange rates shown in RHB Live FX are indicative rates and RHB reserves the right to revise/amend/update such rates from time to time. Such foreign exchange rates will only be confirmed after the Foreign Exchange Transaction is successfully accepted and confirmed via RHB Live FX. Any conversion from one currency into another may be effected in such manner as RHB may determine and at RHB's prevailing foreign exchange rate at the material point in time.
- 3.17. Each of the Foreign Exchange Transaction booked by the Customer will be accepted and confirmed once a contract number is generated by the system.
- 3.18. The Customer is required to check the availability of the contract number for each confirmed Foreign Exchange Transaction in the system and at the same time the Customer is required to ensure all relevant transaction information such as purpose of the transaction, foreign exchange rate, currency pair selection, amount etc were selected/inserted correctly for such confirmed Foreign Exchange Transaction.
- 3.19. The Customer is required to immediately call the RHB's Treasury dealers at the telephone number indicated in RHB Live FX if there is any incorrect information inserted, provided that the Customer had registered, the Customer's authorised signatories (the "Authorised Signatories") and its authorised dealing personnel (the "Authorised Dealers") with the relevant information in a written form as accepted by RHB (the "Authorised Dealing Letter"). RHB may cancel any Foreign Exchange Transaction due to incorrect information inserted by the Customer. Further, the Customer will be liable for any losses, damages and diminution in value of the Foreign Exchange Contract as a result of, or arising from such cancellation.
- 3.20. The Customer is required to honour/utilize all confirmed Foreign Exchange Transactions as per the maturity date of each Foreign Exchange Transaction that the Customer has booked through RHB Live FX. In the event any amount under any Foreign Exchange Transactions is due, we reserve the right to debit your account(s) maintained with us in accordance to the Terms and Conditions on Foreign Exchange Contract Dealing and Settlement as may be varied, amended and supplemented from time to time by us.
- 3.21. The Customer undertakes to indemnify and hold RHB harmless against any and all losses, damages and costs incurred in connection with RHB agreeing to and/or undertaking the Foreign Exchange Transaction and will forthwith upon demand, pay to RHB such losses, damages or costs including all default interest payable (where applicable) on overdue amounts.
- 3.22. In the event if the currency pairs of a Foreign Exchange Transaction booking is not available in RHB Live FX, RHB Live FX is down, the Customer is not able to access RHB Live FX or the Customer is not using RHB Live FX for a Foreign Exchange Transaction booking, the Customer may contact RHB's Treasury dealers via the Customer's Authorised Dealers registered with RHB for its foreign exchange booking,
- 3.23. Each of the confirmed Foreign Exchange Transaction is subject to applicable laws and regulatory requirements, including but not limited to the foreign exchange notices ("Foreign Exchange Notices") issued by Bank Negara Malaysia ("BNM") together with the RHB's policies and guidelines, the terms and conditions, including but not limited to Terms and Conditions on Foreign Exchange Contract Dealing and Settlement, Terms and Conditions for Reflex Cash Management Services and Mobile App together with other relevant policies, guidelines, terms and conditions, as may be varied, amended and supplemented from time to time by RHB.
- 3.24. In respect of all Foreign Exchange Contracts entered into by the Customer, the Customer understands and agrees that:
  - 3.24.1. The Customer make its own judgment in relation to the transactions;
  - 3.24.2. The Bank assume no duty to give advice or make recommendations;
  - 3.24.3. If the Bank makes any suggestions, such suggestion should not be taken as a recommendation or advice and the Bank assumes no responsibility for any transaction entered into by the Customer;
  - 3.24.4. The Customer is deemed to have obtained independent advice from its legal, tax, accounting, financial or other relevant advisers. The Bank does not hold themselves or any of its directors, employees or agents as acting in any advisory capacity to the Customer in relation to such transaction.



#### 4. JOY@WORK SCHEME FOR PREMIUM / PREMIUM PLUS SERVICE PACKAGE

- 4.1. JOY@WORK Scheme is automatically offered and enrolled to the Customer with Premium / Premium Plus service package. The Customer shall perform salary payment services to credit monthly salary and statutory payment of their Participating Employees via Reflex Cash Management Services. The monthly salary must be credited to the Participating Employees salary account maintained with the Bank at a predetermined payroll date.
- 4.2. In the event the Customer agrees to open payroll account using bulk account opening method, the Customer shall ensure that the Participating Employees consent pursuant to PDPA has been obtained before providing the Bank with the details for payroll account opening request.
- 4.3. The Customer shall provide the Bank at minimum, fourteen (14) calendar days prior notice if there is any new recruit of Participating Employees.
- 4.4. The Customer shall provide the Bank at minimum, fourteen (14) calendar days prior notice if the Participating Employees cease to be employed by the Customer (whether by retirement, resignation or termination of employment for any cause whatsoever).
- 4.5. The Customer shall recommend the Bank as the preferred choice of salary account to their employees.
- 4.6. The Customer shall allow the Bank to promote the JOY@WORK preferred rates, rebates and privileges to their employees who does not maintain a salary account with the Bank.
- 4.7. Notwithstanding any provisions to the contrary, the terms of JOY@WORK Scheme may, at any time and from time to time, be varied or amended by the Bank at its discretion with advance thirty (30) days notice and thereupon such amendments and variations shall be deemed to become effective and the relevant provisions of JOY@WORK Scheme shall be deemed to have been amended or varied accordingly and shall be read and construed as if such amendments and variations had been incorporated in and had formed part of this instrument at the time of execution hereof.
- 4.8. JOY@WORK Scheme may be terminated by either party hereto by providing twenty-one (21) calendar days prior notice in writing at any time to the other party.
- 4.9. Notwithstanding Clause 4.7, JOY@WORK Scheme may be terminated immediately by twenty-one (21) calendar days prior notice in writing given by any party to the other, upon the occurrence of any of the following events:-
  - 4.9.1. If one party default under any provision here which is not capable of remedy or is not remedied within fourteen (14) days after being required to do so by the other party; or
  - 4.9.2. If the termination is done on the instruction or directives of any ministry of the Government of Malaysia, by Bank Negara Malaysia or by any other relevant authority in Malaysia.

#### 5. CONDITIONS OF USE

- 5.1. The Customer agrees that the Customer's access and/or use of the Reflex Cash Management Services will be subject to the provisions of these Terms and Conditions and any applicable Standard Terms. The Customer and Bank agree that in the event of any discrepancy or inconsistency between the provisions of these Terms and Conditions and the Standard Terms, the Standard Terms shall prevail to the extent of such discrepancy or inconsistency.
- 5.2. Upon each access to the Reflex Cash Management Services the Customer agrees to and shall procure the User to read and comply with the Terms and Conditions of the Website disclaimer, privacy statement and client charter located on the Website, as may be updated from time to time.
- 5.3. RHB's provision of the services under Reflex Cash Management Services to the Customer is hereby subject to RHB following rights PROVIDED prior written notification has been given to the Customer:-
  - 5.3.1. Combine and/or consolidate the Account(s) with any of the Customer's other accounts maintained with RHB and proceed to set-off or transfer any sum standing to the credit of any of the Customer's aforesaid accounts in or towards the satisfaction of any of the Customer's liabilities to RHB. In furtherance of the above, RHB also reserves the right to suspend payment of sums into the Account notwithstanding the Customer's Instructions; and/or
  - 5.3.2. Grant to the Customer any indulgence in relation to this Terms and Conditions, without prejudice to or affecting RHB's right to subsequently enforce the same.
- 5.4. For Financial Supply Chain Services, RHB will not be responsible for any dispute(s) and/or disagreement consequently related to transaction document(s)/data(s) exchanged between Seller and Buyer. For any such disputes and disagreement, RHB shall be released from any liabilities arising from such dispute between Seller and Buyer.
- 5.5. The Customer's use of the Website is subject to its undertaking not to do any of the following: -
  - 5.5.1. Not to use the Website (or any service, information or product thereunder) for any illegal or unlawful purpose or where otherwise prohibited under law or by this Terms & Conditions.
  - 5.5.2. Not to use the Website (or any service, information or product thereunder) in any manner which could damage, disable, overburden, corrupt or impair the Website or the hardware and software system, security protocols, information/service provider networks or other operations or interfere with any party's use and enjoyment of the Website.
  - 5.5.3. Not to gain or attempt to gain unauthorised access to or to otherwise deal with the Account(s), Subsidiary Account(s), TP Account or any other account(s) (save where expressly provided otherwise in this Terms & Conditions) or any hardware and software system, security protocols, information/service provider networks or other operations connected to the Website, through hacking, data mining or any other means. The Customer

shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website or the Reflex Cash Management Services.

- 5.5.4. Not to modify, copy, distribute, transmit, use or otherwise deal with any of the products, services, information or Content of the Website (save for the purposes under or pursuant to this terms & conditions) without obtaining RHB's prior written approval.
- 5.5.5. Not to post, send or transmit any unauthorised content on to or through the Website including without limitation, content that :-
  - i. is unlawful, vulgar, obscene, libellous, breach of privacy, abusive or otherwise objectionable;
  - ii. amounts to 'junk mail', 'spam', 'chain letters' or any other form of unauthorised materials; and
  - iii. contains software viruses or any file or program that may interrupt, disable, overburden, corrupt or impair the Website or the hardware and software system, security protocols, information/service provider networks or other operations.
- 5.5.6. In relation to RHB Reflex Premium Plus Services, the Customer acknowledges that the operating hours will depend on the availability of the system provided by third party system service providers.

## 6. CUSTOMER'S OBLIGATION OF SECURITY

- 6.1. The Customer shall keep and shall procure that each User shall keep confidential and secure all Identifiers and other codes issued by RHB or by any certification authority recognized by RHB in order to enable the Customer or such User to access and/or use the Reflex Cash Management Services. The Customer agrees that the Identifiers constitute the Customer's signature by which RHB can identify the Customer and any User. Any person who uses the Identifier or any part thereof will be able to use and/or have access to the Reflex Cash Management Services through the Website
- 6.2. The Customer agrees to take and shall procure that each User shall take all precautions to safeguard the Identifiers such as (but not limited to):
  - 6.2.1. Not disclosing any Identifier or causing any Identifier to be disclosed to anyone;
  - 6.2.2. Changing the Password regularly;
  - 6.2.3. Memorizing the Identifiers and not recording them;
  - 6.2.4. Informing RHB immediately if there is any suspicion that any Identifier has been disclosed to a third party, to enable RHB to prevent fraudulent or unauthorized use of the Reflex Cash Management Services; and
  - 6.2.5. Sign out of the Reflex Cash Management Services and Website whilst the computer terminal is unattended by the Customer or its User.
  - 6.2.6. In the event that the Customer lose or replace or part with possession or control of their Mobile Phone in which the Software and/or Security Codes are installed, or if the Customer have reason to believe that someone has accessed their bank account(s) using the Software or Security Codes, the Customer must immediately notify and instruct the Bank to revoke the Security Codes immediately, and make a fresh application to register for the Mobile Banking App.
- 6.3. The Customer must notify RHB immediately (and submit to RHB confirmation in writing of such notification) if the Customer:
  - 6.3.1. Knows or suspects that any Identifier is lost or known to someone else or is otherwise compromised; and/or
  - 6.3.2. Becomes aware or suspects that there is unauthorised access and/or use to the Reflex Cash Management Services.
- 6.4. Notwithstanding Clause 5.3, the Customer shall be liable for all loss or damage howsoever caused, which may be suffered or incurred by RHB, the Customer, any of the Customer's subsidiary and/or any third party or which may arise directly or indirectly from the Instructions received by RHB (whether authorised or not) after any or all of the Identifiers are disclosed to a third party or otherwise compromised until RHB has taken the necessary steps in accordance with its prevailing practice to prevent any Instruction from being effected through the use of the Identifiers.
- 6.5. When RHB is notified by the Customer of the circumstances in Clause 5.3.1 and/or Clause 5.3.2, RHB shall be entitled to take any steps it deems fit including the right to suspend the Customer's and/or the User's access to and use of the Reflex Cash Management Services and/or to cancel any Identifier, without any liability to RHB. The Customer and the User may be issued with a new Identifier at RHB's absolute discretion.
- 6.6. RHB shall at its discretion be entitled to deactivate or revoke the use of any Identifier at any time without assigning any reason whatsoever and with notice to the Customer and/or the User. RHB may in its absolute discretion re-activate or re-issue any Identifiers in order for the Customer to resume its access and/or use of the Reflex Cash Management Services. All costs and charges incurred by RHB in issuing, re-activating or re-issuing any Identifiers shall be borne by the Customer and may, as RHB deems fit, be debited from the Account(s) designated by the Customer. The Customer must follow any other security rules prescribed by RHB whether in the Website, under any other agreement with RHB, or otherwise notified to the Customer by RHB in any other way.
- 6.7. The Customer shall further ensure that the PC or laptop, from which the Users access and/or use the Reflex Cash Management Services, is loaded with the latest anti-virus and anti-spyware software and that the said software are at all times installed and updated with the latest pattern so as to prevent unauthorised use and/or access to the Transactions, Accounts and Subsidiary Accounts via the Reflex Cash Management Services. The Customer must follow any other security rules prescribed by RHB whether in the Website, under any other agreement with RHB, or otherwise notified to the Customer by RHB in any other way.

## 7. SERVICE CHARGE(S)

- 7.1. Service Charges apply to the Customer's access and/or use of the Reflex Cash Management Services effected by the Customer in the amounts and manner notified by RHB in writing, and RHB further reserves the right to vary such Service Charges at any time by giving the Customer prior notice of any such variation. The Customer shall pay the Services Charges imposed by RHB for the provision of the Reflex Cash Management Services in the amounts and manner notified by RHB in writing. The Customer may also be liable for any other fees or charges imposed by RHB for Instructions made under or pursuant to the Reflex Cash Management Services, where applicable (including bank charges, administrative charges, processing fees, interest charges, interest may not apply for RHB Islamic, etc.) and which are payable to RHB under the Standard Terms.
- 7.2. The Customer hereby authorises RHB to debit the Account(s) designated by the Customer directly for any Service Charges or other charges imposed by RHB. RHB is not obliged to notify the Customer or to obtain the Customer's consent prior to any debit made by RHB.
- 7.3. In the event that any service or other tax of similar nature is now or hereafter chargeable by law on any payment hereunder, the Customer shall pay such tax at such rate(s) as may be prescribed by law from time to time, in addition to all other sums payable hereunder or relating thereto. If RHB is required by law to collect and make payment in respect of such tax, the Customer agrees to indemnify RHB against the same and/or the Customer authorises RHB to debit the Account(s) designated by the Customer directly for any such tax.

## 8. INTERNET, NETWORK & NETWORK COMMUNICATION SERVICE PROVIDERS

- 8.1. The Customer understands that any access and/or use of the Website or the Reflex Cash Management Services will be effected through the relevant internet service provider, network provider or communication network provider in the country from which such service is accessed, and to this extent such access and/or use will also be subject to and governed by the relevant laws and regulations of that country and any Terms and Conditions prescribed by such relevant internet service provider, network provider or communication network provider.
- 8.2. RHB does not warrant the security and confidentiality of the Instructions and other information transmitted through the internet service provider, network provider or communication network provider or any equivalent system in any jurisdiction via the Reflex Cash Management Services and RHB shall not be liable for any unauthorised access, theft of information or any loss or damage arising therefrom. In addition, thereto, the Customer accepts and agrees that RHB shall not be liable for any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to services provided by any relevant internet service provider, network provider or communication network provider.

## 9. EQUIPMENT AND SOFTWARE

- 9.1. The Customer is responsible for ensuring the compatibility of the internet browser, settings and any equipment used for access and/or use of the Reflex Cash Management Services and also for ensuring such equipment shall be free from any defects, viruses or errors. Further the Customer is responsible for the computer, system or other device from which the Users access the Reflex Cash Management Services, including without limitation the maintenance, operation and permitted use of such computer, system or other device. The Customer agrees to comply with any criteria imposed by RHB from time to time with respect to the Customer's computer, system or other device from which the Customer accesses and/or uses the Reflex Cash Management Services (including any software used). The Customer shall be wholly responsible for any loss or damage arising from or in connection with the Customer's use of any computer, system or other device belonging to a third party.
- 9.2. Upon completion of the prescribed registration and activation procedures, the Customer will be permitted to download the software for the Mobile Banking App ("Software") for installation into the Customer Mobile Phone and be granted the non-exclusive, non-transferable right to use the Software, but based upon and subject always to the Customer's agreement to the following conditions:  
The Customer will not use the Software for any purpose other than to access the Customer's own account(s) via the Mobile Banking App on their own Mobile Phone;
  - 9.2.1. The Customer will not download or install the Software into a mobile phone which the Customer do not own or have exclusive control;
  - 9.2.2. The Customer will not permit or enable any person to access the Software, or leave the Customer Mobile Phone unattended in such a manner as to enable a third party to access the Software; or
  - 9.2.3. The Customer will not permit any person to access their Security Codes or activation codes or otherwise enable him to download a copy of the Software.
- 9.3. In using the Mobile Banking App, the Customer shall not:
  - 9.3.1. Decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Mobile Banking app;
  - 9.3.2. Make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Mobile Banking app;

- 9.3.3. Violate any applicable laws, rules, or regulations in connection with the Customer's access or use of the Mobile Banking app;
- 9.3.4. Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by the Bank or the licensors of the Mobile Banking App; or
- 9.3.5. Use the Mobile Banking App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Mobile Banking app;

## 10. CONTENT OF WEBSITE

- 10.1. RHB will take reasonable measures to ensure the validity and accuracy of all information and material content in relation to RHB and RHB's products, services and Reflex Cash Management Services offered.
- 10.2. Notwithstanding the foregoing however, the products, services, information, Content and any material (including without limitation links to other websites and products, services, information, material, content of third parties) contained in the Website or made available to the Customer under or pursuant to the Reflex Cash Management Services are provided on an 'as is' and 'as available' basis without any representation and/or warranty of any kind whatsoever. As such access and/or use of the Website and Reflex Cash Management Services are at the Customer's sole risk and the Customer will be solely responsible for the independent and/or professional evaluation and verification of the merchantability, fitness for any purpose, accuracy, quality, adequacy, timeliness and/or completeness of the products, services, information and/or Content prior to conducting the Customer's activities and making any decisions based on any such products, services, information and/or Content, including decisions relating to business, financial, commercial and/or investment matters. The risk(s) and consequence(s) of failing to conduct such independent and/or professional evaluation and verification shall be borne entirely by the Customer.
- 10.3. RHB will, from time to time, and at RHB's sole and absolute discretion, display certain third party products or services in the Website, or a link to the website of such third party in the Website or use the service of third party service provider to enable RHB to provide the Reflex Cash Management Services to the Customer. While RHB will endeavour to ensure a minimum quality and standard for all products and services offered within the Website, since the Customer's purchase of such products or services will be directly from the third party concerned, RHB cannot make any representations or warranties on the quality of such third party and/or the standard of their products or services. RHB may from time to time and without prior notice to the Customer, vary, modify, delete or otherwise amend the Content, including without limitation the Reflex Cash Management Services.
- 10.4. Any processing and safe keeping of all information related to the Customer shall be in accordance to the RHB Privacy Policy and Privacy Notice as stated at RHB's website.

## 11. LINKS

- 11.1. The links from or to websites out of the Website are provided for the Customer's convenience only. As such linked websites are under the control and ownership of third parties, RHB shall not accept any responsibility or liability for the access to and/or use of such links, nor the products, services, information, materials or contents of such websites. Also, RHB does not warrant and is not responsible for the status of such links or any links contained in a linked website nor the products, services, information, material and/or content therein. Furthermore, the links provided in the Website shall not be considered or construed as an endorsement or verification of such linked websites or the contents therein by RHB.
- 11.2. When the above links are accessed, the Customer will exit from the Website and the privacy policy as well as the client charter shall cease to apply. The Customer is therefore subject to the conditions of access and/or the privacy policy of such linked websites and the Customer hereby agrees that the risk involved in using and/or accessing such linked websites shall be borne solely by the Customer.
- 11.3. The Customer shall bear all risks and assume sole responsibility for using and/or accessing these other websites or portals through the links provided herein and RHB shall not be liable for any loss or damage that may be incurred as a result of such use and/or access.

## 12. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 12.1. RHB (or its designee) owns absolutely and hereby asserts whether now or in the future all registered and unregistered intellectual property or proprietary rights (including trademarks, copyright, moral rights, patent and design rights) in the Reflex Cash Management Services, the Content, and the Website and any other legal and beneficial rights and interests of whatever nature related thereto conferred under the laws of Malaysia and all the countries in the world for the full period thereof, together with any renewals and extensions thereof.
- 12.2. Nothing herein shall be deemed to grant any express or implied license (or other right) to the Customer to use, reproduce, copy or otherwise deal with any one or more of the intellectual property or proprietary rights identified in Clause 11.1. The Reflex Cash Management Services and the rights granted to the Customer under these Terms and Conditions are made available to the Customer strictly for the Customer's personal access and/or use. Any rights not expressly granted under these Terms and Conditions are entirely and exclusively reserved to and by RHB.
- 12.3. The Customer shall not itself or through any third party commit or attempt to commit any infringing acts, including but not limited to framing, unauthorised linking, spamming, metatagging, and/or spidering.

12.4. From time to time RHB may issue directives or instructions in relation to any use of the intellectual and proprietary rights belonging to RHB (or to its designees) and the Customer shall forthwith comply with any and all such directives or instructions.

### 13. REPRESENTATIONS AND WARRANTIES

13.1. The Customer represents and warrants to RHB that:-

- 13.1.1. These Terms and Conditions are duly authorised and constitutes a legal, valid and binding obligation on the Customer;
- 13.1.2. The Customer and the persons applying for the (a) execution and performance of these Terms and Conditions; (b) access and/or use of the Reflex Cash Management Services; and (c) issuance of any Instructions; on the Customer's behalf have taken all necessary corporate and other relevant action required by the Customer's constitution to authorise the execution and performance of these Terms and Conditions, access and/or use of the Reflex Cash Management Services and issuance of Instructions on the Customer's behalf; and
- 13.1.3. The Customer's execution and performance of these Terms and Conditions, access and/or use of the Reflex Cash Management Services and the issuance of Instructions will not exceed the power granted to the Customer or the persons acting on its behalf or violate any provisions of:
- 13.1.4. Any law, regulation or other order, notices, guidelines or decree of any governmental authority, agency or court to which the Customer is subject;
- 13.1.5. The Memorandum and Articles of Association of the Customer or such other constituent document of the Customer.

13.2. The Customer represents and warrants to RHB that prior to the issuance of the Identifiers to the Users, the Users have been previously briefed and instructed as to the operation of the Reflex Cash Management Services, the role of their individual respective Identifiers within the framework of the Reflex Cash Management Services, how to submit Instructions, and the security measures necessary to protect their individual respective Identifiers.

13.3. The Customer shall be deemed to represent and warrant to RHB upon the date of each renewal of these Terms and Conditions and/or upon the date of the Customer's application for additional services under the Reflex Cash Management Services that the representations and warranties contained in Clauses 12.1 and 12.2 above are true and accurate in all respects as if made on such date. Where any representation or warranty or any statement contained herein proves to be misleading or incorrect, it shall be deemed to have been made with the consent or connivance of or attributable to the negligence on the part of the Customer or its officers or employees purporting to act in such capacity.

13.4. Except as otherwise specifically provided herein, RHB makes no representations or warranties in respect of:-

- 13.4.1. The Reflex Cash Management Services, the Website and/or the Identifiers, whether it be with respect to the availability of the individual Reflex Cash Management Service, the security of Instructions submitted thereon, the uninterrupted access thereto via the Website and/or service thereon, the acceptance or validity of the Identifiers, nor any other implied warranty including those of merchantability and fitness for a particular purpose;
- 13.4.2. The currency, accuracy, availability or uninterrupted feed of the content or information made available as part of the Reflex Cash Management Services, including but not limited to currency exchange rates, money market rates, the market commentary, and such other services as may be added, deleted or varied by RHB from time to time; and
- 13.4.3. Whether or not the Customer's applications and Instructions made under the Reflex Cash Management Services will be granted by RHB at all, or the conditions on which any approval is granted.

13.5. The Reflex Cash Management Services are provided on an 'as is' and 'as available' basis without warranties of any kind, either expressed or implied, statutory or otherwise.

### 14. LIABILITY AND INDEMNITY OF THE CUSTOMER

14.1. Without prejudice to and in addition to RHB's rights and remedies under its Standard Terms to recover any loss or damage accruing under the Account(s) and/or the Subsidiary Account(s) against the holder of those accounts, the Customer shall be liable to RHB for any losses or damages, whether direct or indirect, exemplary, consequential, incidental, punitive, special losses or damages, or loss of income, profits or goodwill (including those of any third parties) howsoever arising under the Account(s), the Subsidiary Account(s) or otherwise borne by RHB from or in connection with any Instruction (or series or part thereof) received or conducted under the Reflex Cash Management Services accorded to the Customer or any breach by the Customer of the terms and conditions of these Terms and Conditions.

14.2. Without prejudice to and in addition to Clause 13.1 above, in consideration of RHB allowing the Customer access and/or use of the Reflex Cash Management Services, the Customer shall be liable for, and shall fully indemnify, protect, defend and hold RHB, its related companies, officers, employees, subcontractors, and/or agents thereof (collectively, the 'Indemnities') harmless against and to reimburse them for any and all demands, claims, actions, proceedings, losses, damages, costs, expenses (including legal fees and expenses on a solicitor and client basis) and other liabilities made and/or instituted against, suffered and/or incurred by any or all of the Indemnities howsoever caused arising directly or indirectly from:-

- 14.2.1. the Customer's fraudulent, negligent, mistaken and/or wilful acts, errors and/or omissions;

- 14.2.2. the Customer's non-compliance or breach of any of his obligations, stipulations, covenants, undertakings and/or warranties hereunder;
  - 14.2.3. the Customer's provision of inaccurate, incomplete, misleading, erroneous and/or fraudulent information and/or instructions to RHB;
  - 14.2.4. the corruption or infection by virus or otherwise or the interruption to or breakdown of the Website, the Reflex Cash Management Services and/or third party systems directly or indirectly attributable to the Customer;
  - 14.2.5. the enforcement of RHB's rights hereunder as a result of the Customer's breach of any of its obligations in these Terms and Conditions;
  - 14.2.6. the Customer's or the User's failure to strictly observe the security obligations under Clause 5 hereof, and/or the subsequent acts or omissions of any person using the Identifiers as a consequence of the Customer's or the User's failure to so observe the aforesaid security obligations;
  - 14.2.7. any action arising from the Customer's infringement or misuse of a trademark, or copyright, or other intellectual proprietary right of a third party;
  - 14.2.8. the Customer's or the User's failure to ensure the sufficiency of the funds in the Account(s) and Subsidiary Account(s);
  - 14.2.9. use of the Reflex Cash Management Services for any illegal or unlawful purpose.
  - 14.2.10. any third party claims, demands, actions or proceedings brought against RHB as a result any Instruction(s) effected by RHB; and
  - 14.2.11. the Customer's or the User's use, misuse and/or access of the Reflex Cash Management Services (in whole or in part);
  - 14.2.12. any and all Transaction Document(s) submitted to RHB and/or the Customer's breach of its obligations and/or the warranty provided in Clause 3.6;
  - 14.2.13. any and all Instructions provided by the Customer or the User (or purportedly from Customer or the User whether the Customer has expressly authorised the same or not);
  - 14.2.14. the Customer's access and/or use of any Subsidiary Account(s) which is not duly nominated and authorised by the holder of the Subsidiary Account(s) and
  - 14.2.15. legal suits, disputes, complaints and disagreement of the Customer whether as Supplier or Buyer pursuant to the Financial Supply Chain Services
  - 14.2.16. RHB refusal to act on Customer's instruction(s)/application(s) or part thereof, as stipulated in Clause 3.5
- 14.3. Without prejudice to the generality of the foregoing, the Customer agrees that RHB may at its sole discretion at any time and from time to time, set-off any money belonging to the Customer or to debit against the Customer in any account (whether in debit or credit) which the Customer may now or hereafter have with RHB or any of RHB's branches in Malaysia or elsewhere, any sum or sums of money for which the Customer may be liable to RHB hereunder.

## 15. EXCLUSION OF LIABILITY

- 15.1. In no event shall RHB be liable to the Customer or any third party for any losses or damages, whether direct or indirect, exemplary, consequential, incidental, punitive, special losses or damages, or loss of income, profits or goodwill (including those of any third parties) howsoever arising, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising from or in connection with RHB's provision or the Customer's access and/or use of the Reflex Cash Management Services, or any other materials, resources or services provided under these Terms and Conditions, even if RHB Bank has been advised of the possibility of such loss or damage in advance and all such damages are expressly excluded. Without limiting the generality of the foregoing, RHB shall not be liable for any loss or damage arising from the following events:
- 15.1.1. the invalidity, incorrectness, inaccuracy or incompleteness of any Instructions or information (whether authorised or not);
  - 15.1.2. any delay or failure to act on any Instruction, data or documentation for any reason whatsoever;
  - 15.1.3. any delay or failure to execute any Instruction to stop processing a Transaction or otherwise to stop any payment or transfer;
  - 15.1.4. any corruption, destruction, alteration, loss of or error in the Instructions in the course of transmission to RHB via the Website;
  - 15.1.5. any delay or failure in the transmission of the Instructions to RHB; and/or
  - 15.1.6. the Customer's failure or delay to access and/or use any part of the Reflex Cash Management Services for any reason whatsoever, including where such failure or delay is caused by a third party;
  - 15.1.7. systems failures, processing errors, software defects, operation mistakes, hardware breakdowns, capacity inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities;
  - 15.1.8. any Transaction(s) having been duly processed by RHB notwithstanding RHB's receipt of the Customer's request to invalidate and/or cancel such Transaction or Customer's notice that the Instruction pertaining to the Transaction was unauthorised;
  - 15.1.9. RHB's act, omission, error, delay and/or negligence in relation to the Reflex Cash Management Services, Website, Account(s), Subsidiary Account(s) and all other matters related thereto;

- 15.1.10. RHB's act or omission, either in response to the Customer's non-compliance or breach of any of his obligations, stipulations, covenants, undertakings and/or warranties hereunder or in reliance of the Customer's provision of inaccurate, misleading, erroneous and/or fraudulent information and/or Instructions;
  - 15.1.11. (I) non-delivery, delayed delivery or incorrect delivery of any information; and (II) inaccurate content of information; and (III) the Customer's use or reliance on the contents of any information; provided under and pursuant to the Reflex Cash Management Services;
  - 15.1.12. any malfunction in any or all of the Identifiers.
  - 15.1.13. where any integration is required with third party system providers, for any loss or damage in relation to any error or default of any third party system integration as subscribed by the Customer including but not limited to any error or default on the part of the third party or error or default in connectivity or data accuracy, completeness or authenticity. The Customer agrees that in the event any of the Cash Management Services cannot be carried out or performed due to the aforesaid, RHB is not under any obligation to rectify or perform or provide alternative modes or channel in respect of the aforesaid Cash Management Services. RHB is under no obligation to ensure that any third party system integration is free from viruses or defects.
  - 15.1.14. any failure, delay or shortcoming by any third party howsoever caused with whom the Customer has accounts or otherwise when they are executing RHB's Instructions to them.
- 15.2. Unless otherwise expressly agreed by RHB in writing, RHB does not assume any advisory, fiduciary or similar or other duties to the Customer. RHB assumes, and relies on the assumption that the Customer has taken the necessary independent legal, tax, financial and other advice in relation to the Reflex Cash Management Services.

## 16. NON DISCLOSURE

- 16.1. Subject to Clause 7.2, RHB will treat information relating to the Customer, User and Subsidiary Account holder and the Customer's and User's use of the Reflex Cash Management Services that are disclosed to RHB under these Terms and Conditions, including without limitation relating to the affairs, records, Accounts and Subsidiary Accounts ('Information'), as confidential to the extent required under the Financial Services Act 2013 and/or Islamic Financial Services Act 2013. Notwithstanding this, the Customer hereby authorises RHB its officials, employees, agents or any other persons who by reason of their capacity or office have access to RHB's records, correspondence or any material relating to the Customer, (and the Customer shall obtain such authorisation from the User and Subsidiary Account holder) for the term of these Terms and Conditions and thereafter, for an unlimited time, to transfer and disclose the Information:
- 16.1.1. To any person or organization providing electronic or other services to RHB whether in Malaysia or elsewhere, for the purpose of providing, updating, maintaining, integrating and upgrading any of the specific services under the Reflex Cash Management Services, including but not limited to investigating discrepancies, errors or claims and disclosing any information, affairs and / or accounts including bank statements, transaction status and any such related information in respect of the Customer, the instructions and the Customer's subscription access to any of the services within the Reflex Cash Management Services to the service provider of the third party system integrating with RHB's system, as subscribed by the Customer;
  - 16.1.2. To any person or organization whether in Malaysia or elsewhere which is engaged by RHB for the purpose of performing or in connection with the performance of the Reflex Cash Management Services or operational functions of RHB where such services or operational functions have been outsourced;
  - 16.1.3. To the police or any public officer conducting an investigation;
  - 16.1.4. To Bank Negara Malaysia, credit card companies and financial institutions in connection with credit card enquiries or to verify the credit standing of the Customer;
  - 16.1.5. To RHB's related and associated companies wherever situated;
  - 16.1.6. Without prejudice to sub-clause (4) above, to other banks, financial institutions, credit bureau or credit reference agents (only for credit information on the Customer, any User or Subsidiary Account holder);
  - 16.1.7. In any judicial proceedings or other proceedings to which RHB is a party where the Reflex Cash Management Services pertaining to the Reflex Cash Management Services may be a relevant issue;
  - 16.1.8. To RHB's agents for the purpose of printing statements, advice, correspondences or any other documents;
  - 16.1.9. To Biro Maklumat Cek, Bank Negara Malaysia and such other government and/or regulatory authorities as may be required by any law, legal process or otherwise; and
  - 16.1.10. To any third party nominated by RHB in the event RHB undergoes a change in management or ownership.
- 16.2. Any such disclosure or transfer shall not render the party disclosing liable to the Customer, any User, Subsidiary Account holder or any TP Account holder or any other persons for any claim, loss, damage (including direct or indirect damages or loss of profits or savings) or liability howsoever arising whether in contract, tort or any other basis including without limitation arising from or in relation to: -
- 16.2.1. The release or disclosure of the information by the branches, and associated companies of RHB or agents and third parties selected by any of them;
  - 16.2.2. The information being incorrect, erroneous or misstated; and/or
  - 16.2.3. Reliance on the information (whether caused by RHB or otherwise) or other third party's omission, misstatement, negligence, or default or by technical, hardware or software failures of any kind, interruption, error, omission, viruses, delay in updating or notifying any changes in the information or otherwise howsoever.

16.3. In addition to Clause 15.2, the Customer agrees and consent to RHB to obtain credit information or any information for purpose processing any application, annual review or other purposes related to the Reflex Cash Management Services from any registered Credit Reporting Agencies as defined under the Credit Reporting Agencies Act 2010.

## 17. TERM AND TERMINATION

### Term

17.1. These Terms and Conditions shall be effective from the date of execution of this Agreement and shall continue in force for an initial term of one (1) year ('Initial Term'). This Agreement will automatically renew for successive periods of one (1) year ('Renewal Term') unless and until either party gives to the other party thirty (30) days written notice prior to the expiration of the Initial Term or any Renewal Term, not to renew this Agreement. This Agreement is subject to termination in accordance with this Agreement.

### Events of Termination

17.2. Without prejudice to either party's rights and remedies, this Agreement may be terminated under the following circumstances:

- i. By either party forthwith in writing in the event that the other party commits any breach of, or fails to perform any obligation under this Agreement and such breach or failure, if capable of remedy, is not remedied within thirty (30) days after receiving written notice of such default of this Agreement (provided that any waiver by either party of a breach of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision); or
- ii. By either party ('Non-Defaulting Party') forthwith upon giving written notice to the other party ('Defaulting Party') upon the occurrence of any of the following events:
  - a) The voluntary winding up of the Defaulting Party or any case or proceedings in insolvency, restructuring (including where a restraining order is obtained by the Defaulting Party), winding-up, liquidation, judicial management, or similar proceeding is commenced by or against the Defaulting Party;
  - b) Any distress, attachment or other execution is levied against the Defaulting Party or any of its assets;
  - c) The Defaulting Party enters into any composition or arrangement with its respective creditors or any meeting, whether formal or informal, is called by the Defaulting Party's creditors, or any of them;
  - d) The Defaulting Party makes or attempts to charge, pledge or make any assignment for the benefit of its creditors;
  - e) A receiver, trustee and/or manager is appointed over the Defaulting Party and/or any of its assets;
  - f) The suspension of the business of the Defaulting Party or any part hereof for any reason whatsoever, or the suspension, withdrawal or termination of the rights or license of the Defaulting Party to be engaged in such business; and/or
  - g) The dissolution or winding up of the Defaulting Party;
- iii. By RHB by giving the Customer thirty (30) days' notice in writing in the event the Customer fails or delays to settle in full any payments due and owing to RHB under this Agreement by the due date of payment or due date of demand when demanded and such failure or delay is not remedied within thirty (30) days after the date of the notice of such failure or delay.
- iv. By RHB by giving the Customer written notice pursuant to any directions or orders of Bank Negara Malaysia or any other regulatory authority whereby the effective date of termination shall be stated in the written notice.
- v. By either party by giving the other party prior written notice at any time it is or becomes unlawful for the Customer or RHB to perform or comply with any of its obligations under this Agreement, whereby the effective date of termination shall be stated in the written notice.
- vi. By either party forthwith by giving the other party thirty (30) days written notice to terminate this Agreement without cause.
- vii. By the Customer forthwith by giving RHB seven (7) days written notice to terminate this Agreement in the event the Customer disagrees with any variation, modification, deletion or addition to the Terms and Conditions of this Agreement, including without limitation any variation in the Service Charges imposed by RHB.

17.3. Either party may terminate the Reflex Cash Management Services without cause by giving the other party thirty (30) days' written notice or email notification.

17.4. In addition, RHB may terminate the Reflex Cash Management Services by giving the Customer written notice: -

- 17.4.1. Pursuant to any directions or orders of Bank Negara Malaysia or any other regulatory authority whereby the effective date of termination shall be stated in the written notice.
- 17.4.2. At any time it is or becomes unlawful for the Customer or RHB to perform or comply with any of its obligations under these Terms and Conditions, whereby the effective date of termination shall be stated in the written notice.

17.5. The Customer may terminate the Reflex Cash Management Services by giving RHB seven (7) days written notice to terminate in the event the Customer disagrees with any variation, modification, deletion or addition to these Terms and Conditions, including without limitation any variation in the Service Charges imposed by RHB.

17.6. Notwithstanding any other provision herein, RHB may, at any time, with notice and without having to give any reason to the Customer (and without incurring any liability), immediately limit, discontinue, cancel or suspend the operation



of the Reflex Cash Management Services (or any part thereof) or the Customer's right to access and/or use the Reflex Cash Management Services (or any part thereof) for any reason whatsoever (including without limitation force majeure, industrial action, etc), at RHB's sole and absolute discretion. RHB may also, at its sole and absolute discretion, impose conditions on the limitation or suspension including the period of suspension or limitation and reinstatement of the Reflex Cash Management Services and the requirements before any reinstatement is made.

### **Consequences of Termination**

- 17.3 Upon termination of the Reflex Cash Management Services, at RHB's sole discretion RHB may, (but shall not be obliged to) act upon any of the Customer's Instructions received before the effective date of termination and which have not been already implemented by RHB. If RHB elects to process any such Instructions, the provisions under these Terms and Conditions relating to the processing of Instructions shall continue to apply only to such Instructions and the validity of these Terms and Conditions shall be deemed extended solely for the purposes of processing such Instructions, notwithstanding the effective date of termination of these Terms and Conditions. If there are any outstanding matters or activities that RHB requires the Customer to comply with, the Customer shall, regardless of whether the termination has taken effect, take all steps required by RHB to effect completion or termination of all the activities under or pursuant to the Reflex Cash Management Services or the Website. Any and all rights and licenses granted to the Customer hereunder shall cease with immediate effect. Within seven (7) days from the effective date of termination, the Customer shall return to RHB and/or destroy all Identifiers and records thereof at RHB's direction. The Customer agrees that in the event of expiration or termination of these Terms and Conditions for any reason whatsoever RHB is under no obligation to refund any sums to the Customer, including such sums debited from the Account(s) designated by the Customer for Service Charges.
- 17.4 Termination, discontinuance or suspension by RHB of the Reflex Cash Management Services under this Clause 16 herein shall not entitle the Customer to, and the Customer hereby waives all rights to any claim or compensation against RHB for, any and all loss or damage suffered or incurred by the Customer as a direct or indirect result of the act of termination or suspension.
- 17.5 The provisions of Clauses 12, 13, 14, 15, 16.5, 16.6, 16.7 and 17 any other clause hereof which is expressly or by implication intended to come into or continue in force on or after expiration or termination of these Terms and Conditions shall continue to survive and be of full effect after the expiration or early termination of these Terms and Conditions.

### **18 EVIDENCE**

- i. RHB's records of all and any Instructions and other forms of communications by the Customer during or pursuant to the access and/or use of the Reflex Cash Management Services in any form or medium whatsoever (including electronic information storage media, computer records of transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of information storage) shall be conclusive evidence thereof. Any and all communications transmitted through the Reflex Cash Management Services in accordance herewith shall be construed to be valid, accurate and authentic and shall have the same effect as a written and/or signed document.
- ii. The Customer also agrees to refer to and to treat all such records or files, logs, tapes, cartridges, computer printouts, copies or other form of information storage retained by RHB as conclusive evidence of all Instructions and other communications received or sent by RHB.
- iii. The Customer agrees that proof of any transmission of Instructions via the Website shall not constitute proof of receipt thereof by RHB. It remains Customer's duty and obligation to check with RHB on the confirmed receipt of such instructions. Any Instructions sent by the Customer are deemed to be given the same effect as written and/or signed communication.

### **19 GOVERNING LAW AND JURISDICTION**

- i. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. The parties hereto shall submit to the exclusive jurisdiction of the courts in Malaysia but RHB has the right to proceed against the Customer in the courts of any other country where jurisdiction may be established.
- ii. Without in anyway limiting or prejudicing the generality of this Clause 18 herein, the Customer agrees that the relevant exchange control regulations (where applicable) and Bank Negara Malaysia's guidelines, notices, directives and/or regulations in force from time to time govern the Customer's access and/or use of the Reflex Cash Management Services and these Terms and Conditions and the Customer agrees to comply with the foregoing. Where applicable, the Customer shall obtain from Bank Negara Malaysia any relevant approval(s) pursuant to the relevant exchange control regulations and/or Bank Negara Malaysia's direction.

### **20 NOTICES**

- i. Unless otherwise specifically provided under these Terms and Conditions or where otherwise notified by RHB to the Customer from time to time, any and all notices, to be given hereunder by the Customer to RHB shall be in writing signed by the Customer and send to any RHB branches.
- ii. RHB may give notice to the Customer in any one of the following methods at RHB's sole discretion: -

- 20.ii.1 By electronic mail to the Customer's last known electronic mail address in accordance with RHB's records, which shall be effective and deemed received by the Customer 24 hours after the electronic mail is sent;
- 20.ii.2 By posting the notice or communication on the Website, which (if not otherwise stated in such notice or communication) shall be effective and deemed received by the Customer on the date of posting; or
- 20.ii.3 By hand delivery, which shall be effective and deemed received by the Customer upon written acknowledgement of receipt by an officer or other duly authorised employee or representative of the Customer;
- 20.ii.4 By ordinary or registered post, which shall be effective and deemed received by the Customer three days after dispatch;
- 20.ii.5 By facsimile, which shall be effective and deemed received by the Customer upon completion of transmission as evidenced by a fax confirmation slip; or
- 20.ii.6 By any other manner of notification at RHB's discretion from time to time.

## 21 FORCE MAJEURE

- i. RHB shall not be liable to the Customer for any failure or delay in the performance of any of its obligations herein to the extent that such performance is prevented or delayed by event(s) or circumstance(s) beyond the reasonable control of RHB, including but not limited to acts of God, viruses, worms, cancelbots and other contaminants, act of terrorism, fire, flood, riot, natural catastrophe, explosion, industrial dispute or disturbance, war, any government action, failure or interruption to telephone connectivity, network connectivity, network environment, electrical or power supply, interruption or failure of the Website and/or RHB's computer systems (whether by virus, by breakdown of a third party system upon which the same may be dependent, or such other reason beyond RHB's control).

## 22 MISCELLANEOUS

- i. These Terms and Conditions shall be binding upon and ensure to the benefit of the successors-in-title and assigns of the respective parties.
- ii. The Customer shall not assign any of its rights, benefits, obligations or liabilities under these Terms and Conditions to any other party without the prior written consent of RHB first had and obtained. RHB shall be entitled to assign the whole or a part of these Terms and Conditions to any third party without obtaining the Customer's consent and RHB shall give the Customer written notice of such assignment.
- iii. If any provision of these Terms and Conditions (or part thereof) is held to be unenforceable, illegal or invalid under present or future laws or regulations effective and applicable during the term of these Terms and Conditions, such provision (or part thereof) shall be fully severable and these Terms and Conditions shall be construed as if such unenforceable, illegal or invalid provision had never comprised a part of these Terms and Conditions and the remaining provisions of these Terms and Conditions shall remain in full force and effect and shall not be affected by the unenforceable, illegal or invalid provision or by its severance from these Terms and Conditions.
- iv. RHB reserves the right at all times to vary, modify, delete or add to these Terms and Conditions by giving the Customer prior notice and the Customer shall be bound by such variations, modifications, deletions or additions upon the date specified by RHB in such notice. In the event the Customer is not agreeable to such variation, modification, deletion or addition to these Terms and Conditions, the Customer may terminate these Terms and Conditions in accordance with Clause 16.3. The Customer's continued access and/or use of the Reflex Cash Management Services to which the variation, modification, deletion or addition relates shall be deemed as the Customer's agreement and binding acceptance of the same.
- v. All costs and expenses incurred by the parties in the preparation and negotiation of this Terms and Conditions shall be borne by the respective parties.
- vi. Nothing herein shall be affected by any change by amalgamation, reconstruction or otherwise in the constitution of RHB or of the Customer, and these Terms and Conditions shall be binding on the successors-in-title and assigns of RHB and the Customer.
- vii. Failure or delay by either party to insist in any instance on strict conformance by the other to any term of these Terms and Conditions or failure or delay by either party to act in the event of a breach shall not be construed as a consent to or waiver of any subsequent breach of the same or of any other term contained in these Terms and Conditions. A waiver is only effective if it is made in writing.
- viii. The Customer acknowledges and agrees that RHB may subcontract to third parties (including RHB's subsidiaries or related companies), the provision of the Reflex Cash Management Services (or any part thereof) and any matters relating thereto. RHB will remain responsible for the obligations performed by any of its subcontractors to the same extent as if such obligations were performed by RHB's employees. The Customer agrees that all its Instructions, covenants, representations, warranties, obligations, consents, acknowledgements, authorisation and agreements made under and pursuant to these Terms and Conditions shall remain effective, valid and binding on the Customer notwithstanding that RHB's subcontractor provides the Reflex Cash Management Services (or any part thereof) on behalf of RHB.

### 23 Personal Data Protection Act

The Company/ The Customer 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 process, disclose, retain, share and/or verify information or documents pertaining to the Company's/ the Customer's affairs, account(s), facility(ies), directors and/or substantial shareholders and/or partners, 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:
  - 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 RHB Investment Bank Berhad, if applicable; and
  - c. Having access to the Company's/ the Customer's information and/or documents in relation to its securities and/or depository accounts maintained with RHB Investment Bank Berhad 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 Company/ the Customer; 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;
- iv. 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 Company/ the Customer, wherever applicable;
- v. Credit bureaus and/or credit reporting agencies, fraud prevention agencies, debt collection agencies and industry/financial related associations; and
- vi. Any potential assignee or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.