

ELECTRONIC INVESTOR SERVICES AGREEMENT (RHBInvest & RHB Mobile Invest)

This Electronic Investor Services Agreement (“the Agreement”) is made:

BY AND BETWEEN:-

- (1) **RHB Investment Bank Berhad**, a Participating Organisation of Bursa Malaysia Securities Berhad with its registered office at Level 10, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur (“**the Company**”) of the one part; and,
- (2). [a] In the case of Internet Services (as defined in Recital A(a) hereof, **the party named and detailed in the “Registration page”**; and/or
[b] In the case of Mobile Services (as defined in Recital A(b) hereof), the party who registers, accesses or establishes a connection to RHB Mobile Invest (as defined herein).

(hereinafter shall be referred to as “**the Customer**”) of the other part.

WHEREAS:-

- (A) The Company has launched the following services:
 - (a) “RHBInvest” (“RHBInvest”) wherein the Company offers various electronic investment services to users. The services provided under RHBInvest are as set out in Clause 2.1 and more particularly described on RHBInvest’s website (“the Internet Services”); and
 - (b) “RHB Mobile Invest” (“RHB Mobile Invest”) wherein the Company offers various mobile investment services (“the Mobile Services”) to users.Collectively, the Internet Services and the Mobile Services shall be referred to as “Services”.
- (B) The Customer is a client of the Company and/or in the case of the Internet Services has agreed to become a trial member of RHBInvest.
- (C) The Company has offered the Services to the Customer and the Customer is desirous of accessing and utilising the Services, subject to the terms and conditions hereinafter set forth and such other terms and conditions stipulated in www.rhbinvest.com and <http://www.rhbinvest.com/miwap> (as amended from time to time), as may be applicable for the Internet Services or the Mobile Services as the case may be.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:-

1. DURATION

This Agreement shall be effective from the date of this Agreement, which shall be the date upon which the Customer accepts this Agreement and shall continue indefinitely thereafter unless terminated by either party in accordance with Clause 16 hereof.

2. SCOPE OF SERVICES

2.1 INTERNET SERVICES

2.1.1 For the duration of this Agreement, the Company shall provide the following Internet Services to the Customer:-

- 2.1.1.1 Where the Customer is a client of the Company,
 - (a) Access to real time live quotes of Bursa equities and/or Bursa derivatives;
 - (b) Facilities for the Customer to give instruction for purchase, sale, reduction or cancellation of orders (currently applicable to Bursa equities only);
 - (c) Access to key market indicators;

- (d) Access to news and information;
- (e) Access to the Customer's account information;
- (f) Access to research materials; and
- (g) Such other services available to a "Trading Client" of RHBInvest.

2.1.1.2 Where the Customer is a trial member, the services shall be the services available to a "Member" of RHBInvest. For the avoidance of doubt, upon the Customer electing to become a client of the Company, the Internet Services shall, upon the Company agreeing to convert the Customer's status from "trial member" to "client", refer to the services as stated in Clause 2.1.1.1.

2.1.2 The Company may from time to time vary the scope of the Internet Services mentioned above without giving any notice thereof to the Customer. Any such variation shall not in any manner affect the other terms and conditions of this Agreement. The Customer hereby agrees that his or her continued use of the Internet Services following the variation of scope of services constitutes his or her agreement to such variation or modification.

2.1.3 The Customer shall utilize the Internet Services by means of any or all of the following media:-

- (a) Modem-equipped terminal or personal computer;
- (b) Touch screen terminals;
- (c) Any other medium of communication that the Company may, in its absolute discretion, adapt or introduce for the Customer's use from time to time;
- (d) Any other medium of electronic communication used by the Customer and agreed to by the Company.

2.2. MOBILE SERVICES

2.2.1 For the duration of this Agreement, the Company shall provide to the Customer the following information and facilities in relation to Bursa equities via Mobile telephony device(s):-

- (a) Most Active Counters, Top Gainers, Top Losers;
- (b) My Favourites;
- (c) Single Stock Analysis;
- (d) Trading Functions;
- (e) Order Status;
- (f) Market Summary;
- (g) Market Indices;
- (h) Such other additional services/features as may be introduced by the Company from time to time.

2.2.2 The Company may from time to time vary the scope of the Mobile Services mentioned above without giving any notice thereof to the Customer. Any such variation shall not in any manner affect the other terms and conditions of this Agreement. The Customer hereby agrees that his or her continued use of the Mobile Services following the variation of scope of services constitutes his or her agreement to such variation or modification.

2.2.3 The Company may change or discontinue any aspect or feature of the Mobile Services at any time, including but not limited to features such as content, hours of availability, access type, level and marketing promotions. The Company reserves the right to vary, limit, suspend or terminate the Customer's access or use of the Mobile Services at any time, with or without any prior notice. The Customer further agrees and acknowledges that whilst the Mobile Services is currently provided at no cost to the Customer, the Company reserves its right to charge a subscription for providing the Mobile Services at any time.

3. MANDATE

3.1 The Company is hereby irrevocably authorized to act on all instructions of the Customers received by the Company through the Services and the Customer shall be liable and indemnify the Company for such instructions.

3.2 The Customers acknowledge that all instructions of the Customers received by the Company through the Services (whether authorized by the Customers or not) are irrevocable and binding on the Customers upon transmission of the instructions through the Services and the Company shall be entitled to effect, perform or process such instructions without your further consent and without any further reference or notice to the Customers.

3.3 The Customers further acknowledge that the Company shall be under no obligation to investigate the authenticity or authority of persons effecting the instructions and the Company may treat the instruction as valid and binding on the Customers notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such instructions.

- 3.4 [Where the Customer choose to subscribe to the market data or any information of the relevant foreign stock exchange as part of the Internet Services through the Company, the Customer agrees to adhere and consent to the terms and conditions applicable to, and/or imposed by, the respective foreign stock exchanges.](#)

4. NO GUARANTEE OR WARRANTY

- 4.1 The Customer expressly agrees that the Services are provided on an “as is” basis. The Company does not represent, warrant (whether express or implied) or guarantee the accuracy, completeness, timeliness or correct sequencing of the Services and any information provided thereunder and the Customer acknowledges that there may be delays (particularly as delays may be caused due to the inherent hazards of electronic and/or mobile distribution), omissions or inaccuracies in relation thereto.
- 4.2 The information made available to the Customer from the Services is provided solely on the basis that the Customer will be responsible for making his or her own assessment of the matters discussed and the Customer is advised to verify all relevant information and obtain independent legal advice before acting on any information contained in the Services or in the sites referred to in Recital C hereof. The Company shall not be responsible for any decision made or action taken by the Customer in reliance upon the Services and anything provided thereunder.
- 4.3 The Customer acknowledges that whilst certain information provided through the Services has been independently obtained by the Company through sources the Company believes to be reliable, the Customer agrees that such information has been provided for his or her convenience only and are not to be taken in substitution for the exercise of care, due diligence and judgment on the Customer’s part. In particular the Company accepts no liability whatsoever for any direct or consequential loss arising from the use of information provided by the Services.
- 4.4 In providing the Services to the Customer, all warranties and obligations implied by the law are hereby excluded to the fullest extent permitted by the law.

5. LIMITATION OF LIABILITY

- 5.1 The Customer hereby agrees as follows:-
- 5.1.1 The Company shall not be liable to the Customer or any party having access to the Services for any claims, demands, losses, penalties, liabilities, costs, actions and/or expenses suffered and/or incurred by the Customer or the other party in connection with and/or arising from this Agreement or the use of the Services, including without limitation any liability with regard to the content and any action resulting from participation in any discussion forum provided under the Services, even if the Company had been advised of the possibility of such claims, demands, losses, penalties, liabilities, costs, actions and/or expenses.
- 5.1.2 The Company shall not be liable for any claims, demands, losses, penalties, liabilities, costs, actions and/or expenses suffered and/or incurred by the Customer arising from and/or in connection with causes not within the Company’s control, including but not limited to interruptions due to internet connectivity, equipment failure, loss of power, unauthorized access, theft, strikes or other labour problems.
- 5.1.3 Any liability of the Company to the Customer arising from and/or in connection with the Services that is not excluded by this Clause 5.1.1 and 5.1.2 and the above Clause 4 howsoever arising whether in tort, contract or otherwise will not exceed the relevant monthly service fee paid by the Customer for the use of the Services hereunder.
- 5.2 Mobile Device Liability
- In relation to the Mobile Services:
- 5.2.1 The Company disclaims any liability for any technical problems arising from the downloading of the Mobile Services application by the Customer if it is done in a manner not in accordance with the Company’s advice such as executing a download without first ensuring that the WAP facility in the mobile telephony device is activated.
- 5.2.2 The Company shall not be liable for any loss, distortion or corruption of data arising from the Customer’s mobile solutions and/or telecommunications provider(s) including but not limited to electromagnetic interference, equipment failure or congestion in the telecommunication systems.

- 5.2.4 The Company shall not be liable to the Customer for any loss of profits arising from any malfunction, unauthorized use, cloning or defect in the mobile telephony device/SIM card or the loss of the mobile telephony device, SIM card or services or any part thereof for whatever reasons.
- 5.2.5 The Company shall not be liable in terms of any unavailability, inaccessibility and uninterrupted use of the Mobile Services as may be caused by the Customer's mobile solutions provider.

6. PROPRIETARY RIGHTS

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

7. CUSTOMER'S UNDERTAKING

- 7.1 The Customer undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile or otherwise alter in any way whatsoever the Services and anything provided thereunder.
- 7.2 By accessing the Mobile Services, the Customer undertakes that he or she:
- (a) is at least 18 years of age (or such other minimum age as may be provided by law to legally view the Mobile Services);
 - (b) has read, understood and agree to comply with all the terms and conditions of this Agreement;
 - (c) is not in breach or violation, and shall not take any action that may cause the Company to be in breach or violation of any law.

8. CUSTOMER'S SOLE RISK

- 8.1 The Customer agrees that:-
- 8.1.1 the Services and anything provided thereunder shall not constitute or be construed as an offer, invitation or solicitation to buy or sell any securities;
 - 8.1.2 all orders made by the Customer through the Services and executed by the Company pursuant thereto are made at the Customer's sole risk;
 - 8.1.3 the Services shall be used solely for the Customer's own purpose and shall not be extended for use by third parties;
 - 8.1.4 the Customer shall notify the Company not later than twenty-four (24) hours from the time the Customer becomes aware of the existence of any of the following:-
 - (a) any loss or theft of its user identification, password and/or account number;
 - (b) any unauthorized use of any of its user identification, password and/or account number;
 - (c) any unauthorized use of the Services or anything provided thereunder;
 - (d) any failure by the Customer to receive a message through the Services that an order made by the Customer through the Service has been received and/or executed; or
 - (e) any receipt of confirmation of business done in relation to an order which the Customer did not place, or any similarly inaccurate or conflicting report or information.
 - 8.1.5 the Services shall be rendered in accordance with the procedures, guidelines and rules as set out in the sites referred to in Recital C.

9. CONFIDENTIALITY

- 9.1 The Customer will be responsible for the confidentiality and for the use of the Customer's user identification, password and account number. The Customer accepts responsibility for all orders and other information entered through and under its user identification, password and account number and any orders and other information so received by the Company will be deemed to have been received from the Customer.

- 9.2 Immediately after placing an order, the Customer agrees to review the business done to ascertain that the said order was correctly received by the Services and that a transaction reference number has been issued.

10. FEES

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

11. CONTINUING SECURITY ON ASSETS

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

12. TAXES

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

13 RESTRICTION IN USE OF SERVICES

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

14. DEPOSIT

- 14.1 The Company reserves the right to request the Customer to place monies or securities as deposit prior to the execution of any transaction through the Services. It shall be in the absolute discretion of the Company to determine the amount of deposit payable and the time and manner for the placement of such deposit by the Customer.
- 14.2 The Company shall not be held responsible or liable for any failure by the Customer to gain access to the Services arising out of the Customer's failure, refusal or delay to place such deposit.

15. INDEMNITY

The Customer hereby agrees that it shall indemnify and keep the Company indemnified against any claims, demands, penalties, losses, liabilities, costs, actions and/or expenses (including but not limited to solicitor's fees) arising from and/or in connection with this Agreement. This obligation to indemnify the Company shall survive the termination of this Agreement.

16. TERMINATION

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

- 16.2 The Customer may terminate this Agreement by giving written notice to the Company whereupon the Company shall, within seven (7) market days from the date of receipt of the said notice, do all that is necessary to effect the said termination.

17 VIRUS

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

18. CUSTOMER'S ACKNOWLEDGEMENT, REPRESENTATION AND WARRANTY

- 18.1 The Customer acknowledges that in providing the Services, the Company has relied on the Customer's agreement to be bound by the terms of this Agreement.
- 18.2 The Customer further acknowledges and agrees that in accordance with Bursa Malaysia Securities Berhad's Code on Electronic Client Order-Routing System-2 for participating Organisations, Bursa Malaysia Securities Berhad shall have the right to audit and inspect the medium referred to in Clause 2 through which the Customer utilizes the Securities.
- 18.3 The Customer represents and warrants that:-
- 18.3.1 If the Customer is an individual, the Customer is legally capable of entering into and performing his obligations under this Agreement and that he is of sound mind, competent and is not a bankrupt.
- 18.3.2 If the Customer is a company, the Customer has full power and obtained all necessary approvals and authorizations to enter into and perform its obligations under this Agreement and that no order of court has been made for its compulsory liquidation, the appointment of any receiver or similar officer in respect of any part of its assets or its winding-up.

19. DETAILS

The Customer confirms that the Customer's details as stated in the "Registration page" are true and complete and the Company shall be entitled to rely on such details until the Company receives written notice from the Customer of any changes thereto.

20. AMENDMENTS

Unless stated otherwise herein, this Agreement may be amended by the Company upon notice in writing to the Customer.

21 ACCOUNT OPENING FORM

In the case of Internet Services, where the Customer intends to trade in securities through RHInvest, the Customer confirms that the Customer will, if not already done so, execute the "Application Form" with the Company and be bound by the Terms and Conditions thereof. In the event of any inconsistencies between the aforesaid Terms and Conditions and this Agreement, the Customer agrees that this Agreement shall prevail.

22 NOTICES

- 22.1 Any notice to be given by a party hereunder shall be in writing and shall be deemed sufficiently served:-
- 22.1.1 In the case of hard copy, upon written acknowledgement of receipt by the other party or the authorized officer thereof;
- 22.1.2 In the case of posting, within three (3) days after the date of posting;

- 22.1.3 In the case of facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following such transmission;
- 22.1.4 In the case of e-mail or all other forms of electronic messaging, two (2) hours after the transmission is sent provided that the sender has not received any notification that the e-mail has not reached the intended recipient;
- 22.1.5 In the case of information keyed-in online, upon the information being keyed in by the party.

23 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia including but not limited to the rules, regulations, directives, guidelines and circulars of Bursa Malaysia Securities Berhad, Bursa Malaysia Depository and the Securities Commission as the same may be amended from time to time, and all disputes between the parties which could not be settled amicably shall be referred to the Malaysian Courts.

24 SEVERABILITY

If any provision of this Agreement is rendered invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been herein provided for or this Agreement shall be construed with provisions which come closest to expressing the intention of the invalid, illegal or unenforceable provision.

25. AGREEMENT

- 25.1 The Customer agrees to be bound by any affirmation, assent or agreement transmitted by the Customer through the Services accessed by computer, including but not limited to any consent given by the Customer to receive communications from the Company solely through electronic transmission.
- 25.2 The Customer agrees to use the Services only in accordance with this Agreement. The Customer also agrees to abide by any rules, procedure, standards, requirements or conditions established by the Company regarding the use of the Services or electronic communication facilities that the Company makes available.
- 25.3 By clicking “I Accept”, the Customer confirms his understanding, acceptance and receipt of the Services and this Agreement and its terms and conditions, acknowledges and demonstrates that he can access the Services and other HTML disclosures and regulatory materials on the Company’s sites referred to in Recital C hereof. The Company will be creating an electronic record of the Customer’s agreement.
- 25.4 The Customer agrees that, when presently and in the future the Customer clicks on an “I Accept”, “I Consent” or other similarly worded “button” or entry field with his mouse, keystroke or other computer device, the Customer’s agreement or consent will be legally binding and enforceable and the legal equivalent of the Customer’s hand-written signature.
- 25.5 The Company shall maintain the Customer’s information in confidence and may only disclose such information to its immediate legal and financial advisers and auditors as may be required in the ordinary course of its business or when required by a relevant authority, provided however, that the Company may use and disclose the information where such information is aggregated with other data which does not reveal customer-specific data.