

ASNB ROBO ADVISORY END-USER LICENSE AGREEMENT

This End-User License Agreement and any associated terms and conditions ("Agreement") is a legal agreement between you (hereinafter referred to as "End-User", or "you", or "your") and Amanah Saham Nasional Berhad (Registration No 197901003200 (47457-V)) (hereinafter referred to as "ASNB", "we", "us" or "our") and this Agreement shall govern your license to the use of myASNB application ("Application").

You should carefully read this Agreement before clicking the "I Agree" button, downloading, or using the Application. It contains important terms that may affect you and your use of the Application.

By clicking the "I Agree" button, downloading or using the Application, you hereby acknowledge that you have read and understood this Agreement and further agree to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not click on the "I Agree" button, and do not download or use the Application.

License

Subject to the terms and conditions hereof, ASNB grants you a temporary, revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

Limitation and Restrictions

The End-User shall not and does not have rights to, whether in whole or in part, without ASNB's prior written authorization to license, sell, resell, rent, lease, exchange, add, temper, loan, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

Further, you agree not to:

- (i) remove any product identification, copyright, or other notices; or
- (ii) except as specified herein or in the applicable user documentation provided by ASNB or with the prior express, written consent of ASNB, modify, incorporate into other software, disassemble, de-compile, reverse engineer or create a derivative work of all or any part of the Application.

Ownership and Confidentiality

The Application is licensed, and not sold, to you. ASNB shall solely own all rights, title, and interest in and

to the Application, including all copyright, patent, and other intellectual property or other proprietary rights in the Application. No title to or ownership of the Application or any associated intellectual property or proprietary rights are transferred to you by this Agreement. Neither this Agreement nor the license constitutes a sale of the Application or any portion or copy of it.

You also acknowledge that when you download, install, or use the Application, ASNB shall have the right to automatically collect data and information on your use of the Application. You may also be required to provide and upload data and information regarding yourself in order to download, install or use the Application or certain features in the Application.

By using, installing, downloading, uploading, or providing data and information, you hereby consent to the Privacy Policy of ASNB which can be found in the Application, and our use of your data and information in compliance thereof.

End-User Data and Information

ASNB does not claim intellectual property rights over the End-User data including any data and information you upload to the Application. Your uploaded data and information shall remain your property, but you hereby grant ASNB the right to use the data and information for the purpose of the Application, data analytics, and any other purpose in relation to the Application. ASNB will not redistribute, publish or disclose publicly any of your data and information unless required by law.

By continuing to access and use the Application, you have further provided your consent for ASNB to process, transfer, keep and store your data and information on Cloud Services subscribed by ASNB.

ASNB may also enter into agreements with any third-party service provider, locally or internationally, to provide Cloud Services and other services in relation to the Application to us. In doing so, ASNB may be required to share your data and information with them for the purpose of performing their services and ASNB will ensure that the said service provider protects the confidentiality of the data and information and does not use it for any other purpose. By proceeding with your use of the Application, you shall be further deemed to have given your consent for ASNB to use and disclose your data and information to the Cloud Services Provider subscribed by ASNB.

In this Agreement, "Cloud Services" means the on-demand availability of computer system resources, especially data storage and computing resources (e.g., computing power, networks, servers, storage,

applications, and services) provided by a Cloud Service Provider that can be rapidly provisioned and released with minimal management effort or service provider's interaction. "Cloud Service Provider" shall refer to a commercial organization that provides Cloud Services to our employee who uses and access the Cloud Services.

Further to the above and for the avoidance of doubt, ASNB has the right, in its sole discretion, to refuse or remove any data and information that is uploaded to the Application.

Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications, and other products and services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that ASNB shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. ASNB does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto (if any) are provided solely as a convenience to you, and your access and use them entirely at your own risk and subject to such third-party terms and conditions.

Modifications to Application

ASNB reserves the right at our sole and absolute discretion to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, from time to time, with or without notice and without liability to you.

Such modifications and/or upgrades of the Application may be performed by ASNB with or without prior notification to the End-User. Should such modifications and upgrades require installation by the End-User himself, appropriate instructions will be made available.

If you disagree with any changes and/or modifications, you must discontinue your access and use of the Application. Your continued use of the Application after changes shall mean that you are consenting and agreeing to the Application (as modified or upgraded from time to time).

Term and Termination

This Agreement shall remain in effect for as long as you use the Application or until terminated by ASNB.

ASNB may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice to you.

This Agreement will terminate immediately, without prior notice from ASNB, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop. Upon cease of use of the Application, this Agreement shall therefore be deemed to be terminated.

Disclaimer

- a. ASNB does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, correctness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of the Application, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions.
- b. Without derogation of the above and/or the terms and conditions of the applicable agreements governing all the products and services of ASNB, reasonable measures will be taken by ASNB to ensure the accuracy and validity of all information relating to transactions, products, and/or services of ASNB which originate exclusively from ASNB.
- c. Further ASNB does not warrant or represent that access to the whole or part(s) of the Application, the materials, information, and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system, mobile device and/or other electronic devices.
- d. You expressly understand and agree that ASNB shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages and losses, including but not limited to, damages for loss of profits, goodwill, use, data, or other tangible losses (even if ASNB has been advised to the possibility of such damages) related to the Application.

Indemnity and Exclusion of Liability

As an Application user, you hereby irrevocably agree to defend, fully indemnify and keep indemnified ASNB, its officers, directors, employees, agents, and servants harmless against all liabilities, claims, demands, damages, losses, expenses, and costs (including legal costs and disbursements) that may be suffered or incurred by ASNB, whether directly or indirectly, in connection with or arising from:

- i. your use or misuse of the Application and the services provided herein;
- ii. your breach of this Agreement; or
- iii. any intellectual property right or proprietary right infringement claim made by a third party against ASNB in connection with your use of the Application.

ASNB and/or its service provider(s) herein shall in no event be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss profits or savings arising in connection with your access or use or the inability to access or use the Application (or any third party link to or from the Application), reliance on the information contained in the Application, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise. This exclusion clause shall take effect to the fullest extent permitted by law.

In addition to any other disclaimers and exclusions as may be stipulated by ASNB in the Application and to the extent as may be permitted under law, ASNB disclaims all warranties, conditions, guarantees, or representations, express or implied with respect to the Application.

Severability

If any of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision and the remainder of the other provisions of this Agreement shall continue in full force and effect.

Amendments to this Agreement

ASNB reserves the right, at its sole discretion, to modify, amend and/or replace this Agreement at any time. If a revision is a material, we will notify you in writing the proposed amended terms at your current registered email and/or mail address with ASNB prior to any terms taking into effect. What

constitutes a material change will be determined at our sole discretion.

You hereby acknowledge and agree that it is your obligation to keep your email and mail address updated with ASNB. You further understand that email messages may sometimes fail to transmit properly, including being delivered to the spam or junk folders. You understand that it is your responsibility to ensure that any email(s) from ASNB is not marked as spam and that ASNB is responsible only to the extent that it sends the email messages to your email address of record.

Governing Law & Jurisdiction

Notwithstanding from where you access the Application or use the services therein, you agree to the terms of this Agreement, and any disputes arising hereunder shall, at all times, be governed and construed in accordance with the laws of Malaysia. Further, you agree to submit and be bound by the exclusive jurisdiction of the courts of Malaysia.

ASNB makes no representation that the materials, information, functions, and/or services provided in the Application are appropriate and/or available for use in jurisdictions other than Malaysia.

Contact Information

Please direct any questions, queries, feedback, and/or complaints that you may have in respect of this Agreement to:

Amanah Saham Nasional Berhad
Customer Service Department
UG Floor, Balai PNB,
201-A, Jalan Tun Razak,
50400 Kuala Lumpur

ASNB Customer Service Centre: 03-77308899

Email: asnbcare@pnb.com.my

Operating Hours

Monday - Sunday: 8.00 am - 10.00 pm

Operating hours during the Endemic phase: 8.00 am – 8.00 pm

(*except for national & Federal Territory public holidays)