

**DECLARATION, ACKNOWLEDGEMENT AND AUTHORISATION****PART A: CASH UP FRONT****1. Terms and Conditions**

- i. (a) the terms and conditions of the Account Opening Application Form that the Client has executed.  
(b) the Rules and Regulations, Authorisation, Covenants, Disclosures and Undertaking as stated in the Account Opening Application Form that the Client has executed with RHBIB in respect of the CUA/CUAI /Special Cash Upfront Account.  
(c) any additions or amendments that may be effected from time to time in relation to the CUA/CUAI /Special Cash Upfront Account.
- ii. That the Client agrees and acknowledges that the above CUA/CUAI /Special Cash Upfront Account can be used for the purpose of online transactions and accordingly all provisions pertaining to the "Specific Terms & Conditions for Online Trading Service" shall be applicable. I / We further agree that the provisions pertaining to the "Restriction In Use Of Services" and "Deposit" with the specific provision for trading on a cash upfront basis are applicable.

**2. Brokerage**

- i. That the Client acknowledges and accepts that the brokerage rate payable in respect of the purchase transactions shall be on a fully negotiable basis.
- ii. That the Client further acknowledges and accepts that in respect of sale transactions, the prevailing brokerage rate is still applicable.
- iii. That the Client also acknowledges and accepts that the above brokerage rates may be amended from time to time (by the Exchange or otherwise) and the Client agrees to abide by the said amended brokerage rates.

**3. Trading and Settlement**

- i. That the Client acknowledges and accepts that the trading limit for the CUA/CUAI /Special Cash Upfront Account shall be RM1 trading limit to RM1 deposit or such other trading limit to be determined by RHBIB from time to time.
- ii. The Client agrees to deposit cash/cheque/bank draft/cashier's order to RHBIB's bank account details of which are provided by RHBIB from time to time and undertake to provide to RHBIB, the deposit slip and/or any other relevant documents as proof of deposit/payment prior to the execution of any order(s) to purchase.
- iii. That the Client further agrees that in the event that full payment is made by :-
  - Deposit of cash or any other mode of payment where clearance of or good value is given to the mode of payment prior to the entry of the order;
  - Deposit of sale proceeds or contra gain cheque issued by RHBIB as trust monies;
  - Availability of trust monies with good value,
 the transaction(s) under the said account can only be executed upon RHBIB being notified by the relevant parties of the clearance of the said payment (where applicable).

**4. Auto Offset**

- i. That the Client acknowledges and accepts that the Auto offset Due Purchase Contract (T+2 / T+7 for DF), Contra Loss, and Debit Note against Sale Proceed, Contra Gain, Credit Note, and Trust.

**PART B: AUTOMATED TRUST PAYMENT ("ATP")**

The Client hereby:

- 1 Instruct RHBIB to pay into the Client's trust account in RHBIB all net sales proceeds and contra gains due to me after deducting all outstanding charges, contra losses, etc. arising from transactions effected through the above Trading Account.
- 2 Agree that the instruction shall continue to be in force until the Client expressly revoke the same by executing the Revocation Form or authorise my Dealer's Representative to revoke the same service on the Client's behalf. However, RHBIB may in its absolute discretion terminate the ATP service at any time and without assigning any reason(s).
- 3 Authorise his/her Dealer's Representative to give instructions to RHBIB on my behalf to revoke this ATP service at any time after the Client's activation hereof and it shall be valid and binding on me without RHBIB having to first consult or confirm with me.
- 4 Authorise the Client's Dealer's Representative to execute on his/her behalf, from time to time but without revoking this ATP service, request(s) to RHBIB (pursuant to the Sales Proceeds Request Form - ATP) for the cheque payment of the sales proceeds for any sales contract to be issued to me directly.
- 5 Declare that the information and particulars provided by me as stated in the application form are true and correct and undertake to immediately inform the Client of any change in the particulars.
- 6 Understand that this standing instruction shall not take effect on any existing withdrawal that have already been executed and RHBIB has the right to reject this standing instruction in the event that it is found to be payable to a third-party account or the joint account holders not within permissible relationship.
- 7 Instruct RHBIB to pay into the Client's designated bank account as stated in the application form any trust withdrawal arising from transactions effected through the Trading Account.
- 8 Authorise the Client's Dealer's Representative to execute on his/her behalf, from time to time but without revoking this service, request to RHBIB for the payment of trust withdrawal proceeds to be issued to the Client via alternative modes.
- 9 Agree that in the event the payment into the Client's designated bank account cannot be effected due to unforeseen circumstances, RHBIB may credit the payment into his/her Trust account without RHBIB having to first consult or confirm with the Client.
- 10 Agree that RHBIB may act on the scanned copy sent to the email address as informed by RHBIB from time to time.
- 11 Request standing instruction for any subsequent Trust Withdrawal to be credited to the designated bank account.

In consideration of the abovementioned authorisation and instruction, the Client undertake and agree to indemnify RHBIB from and against all actions, claims, demands, losses, damages, costs, charges and/or expenses which RHBIB may sustain, incur and / or be liable in consequence of, attribute to or arising from RHBIB performing of the aforesaid request or otherwise in relation thereto.

Should the Client revoke the defaulted ATP mode of payment instruction, the Client shall opt for Electronic Share Payment (ESP) by submitting a new authorisation and instruction form.

**PART C: DISCRETIONARY FINANCING ("DF")**

RHB Investment Bank Berhad ("RHBIB") at its sole discretion may allow the Client to effect settlement of the Client's outstanding purchase position in relation to a contract between the third (3) market day following the contract date and the seventh (7) market day following the contract date, both days inclusive.

The Client has read and fully understand the terms and conditions and agree to abide by the terms and conditions and any amendments thereof. The Client understand that the approval of the request for DF Facility is at the sole discretion of RHBIB. The Client agrees to indemnify RHBIB against all claims, losses, penalties and damages of whatsoever nature that may arise from or in connection with RHBIB acceding to my / our request.

For Individual Client Only

The Client hereby confirm that he/she is not a director, employee or Commissioned Dealer's Representative of RHBIB and neither had he/she been extended guarantee by any of RHBIB's directors, employee or commissioned Dealer's Representative. The Client further confirm that he/she is not the spouse, parent or child of any of RHBIB's directors or employees.

For Corporate Client Only

The Client hereby confirm that none of RHBIB's directors, employees or Commissioned Dealer's Representatives holds Securities of more than 5% in their corporation and neither are the directors, managers or guarantors of their corporation.

1. Collateral Requirement

As may be required by RHBIB, Client will need to deposit sufficient cash or Securities that are acceptable to RHBIB as collateral for the purpose of trading on Bursa Malaysia Securities Berhad ("BMSB").

2. Ready Basis Contract

Client agrees and acknowledges that the DF shall only be utilised for contracts transacted as Ready Basis contracts and is not applicable to Direct Business Transaction.

3. Settlement

Client shall effect the settlement of the outstanding purchase position within the specified due dates as per the Rules of BMSB. The settlement can be effected by way of payment in cash or by way of contra.

4. Notification to Utilise DF

Client is deemed to have given notification to RHBIB of his/her/their intention to utilize DF on T+2 for the outstanding purchases of Securities that are acceptable by RHBIB for DF. The extension of DF is at the absolute discretion of RHBIB.

5. Non-Acceptable Securities for DF

Non-Acceptable Securities for DF are to be determined by RHBIB from time to time.

6. Settlement and Force Selling for Non-DF Purchase Contracts

Purchases of non-acceptable Securities for DF are due for settlement on T+2 following the contract date failing which the outstanding purchases will be forced sold on T+3 following the contract date at the discretion of RHBIB without further reference to Client.

7. Settlement and Force Selling for DF Purchase Contracts

Purchases of acceptable Securities for DF are due for settlement on T+7 following the contract date failing which the outstanding position will be force sold on T+8 following the contract date at the discretion of RHBIB without further reference to Client.

8. Withdrawal of DF Facility and/or Suspension of Account

Client must conduct trading in a proper manner and abide by the rules and regulations of the authorities and the terms and conditions of RHBIB. Failure to do so may result in the DF facility being withdrawn and/or the trading account being suspended.

9. DF Fee and Interest

Client agrees to pay interest at RHBIB's prevailing rate on the outstanding purchases not settled from T+2 following the contract date onwards. DF fee is at:

- i. 0.30% for contract value RM100,000 or less
- ii. 0.20% for contract value greater than RM100,000

subject to minimum of RM10 will be levied on outstanding purchase contract not settled by T+3 following the contract date.

DF fee quoted above is exclusive of any tax including but not limited to Goods and Services Tax or its equivalent imposed and / or to be imposed by authorities.

10. Miscellaneous

- i. RHBIB reserves the right to vary or amend these terms and conditions at any time at its absolute discretion with or without notice and without assigning any reason whatsoever.
- ii. Securities may be subjected to price capping at the absolute discretion of RHBIB.
- iii. RHBIB reserves the right to withdraw the DF facility at any point of time without notice and assigning any reason or whatsoever.
- iv. DF is only applicable for conventional share trading excluding Margin Account, Cash Upfront Account & Islamic share trading account.

**PART D: RESIDENTIAL AND DOMESTIC RINGGIT BORROWING/FINANCING**

The Client understand that under BNM's Foreign Exchange Policy Notices,

1. RHBIB has the right to suspend the Client's account from any further purchasing of financial assets denominated in currencies other than Ringgit Malaysia ("Investment") without the approval letter from BNM if his/her Investment has exceeded the stipulated aggregate threshold per calendar year.
2. Resident refers to:
  - A citizen of Malaysia, excluding a citizen who has obtained permanent resident status in a country or a territory outside Malaysia and is residing outside Malaysia;
  - A non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is ordinarily residing in Malaysia;
  - A body corporate incorporated or established, or registered with or approved by any authority, in Malaysia;
  - An unincorporated body registered with or approved by any authority in Malaysia; or
  - The Government or any State Government.
3. Non-Resident refers to:
  - Any person other than a resident;
  - An overseas branch, a subsidiary, regional office, sales office or representative office of a resident company;
  - Embassies, Consulates, High Commissions, supranational or international organization; or
  - A Malaysian citizen who has obtained permanent resident status of a country or territory outside Malaysia and is residing outside Malaysia;
 For the avoidance of doubt, this includes Malaysian Embassies, Consulates and High Commissions.

4. Domestic Ringgit Borrowing /Financing refers to:
 

Any borrowing/financing in Ringgit obtained by a resident from another resident (including individuals, corporations and financial institutions) in the form of utilised or unutilised credit facility, financing facility, trade financing facility (including but not limited to) trade guarantee or guarantee for payment of goods, redeemable preference share, Islamic redeemable preference share, corporate bond or Sukuk other than:

  - Trade credit terms extended by a supplier for any types of good or services;
  - a credit limit that a LOB apportions for its client to undertake a Forward Basis transaction, excluding a transaction that involves—
    - (i) exchanging or swapping of Ringgit or Foreign Currency debt for another Foreign Currency debt; or
    - (ii) exchanging of Foreign Currency debt for a Ringgit debt;
  - a Financial Guarantee or Non-Financial Guarantees;
  - Operational leasing facility;
  - Factoring facility without recourse;
  - A credit facility or financing facility obtained by a Resident individual from a Resident to purchase one residential property and one vehicle; or
  - Credit card/-i or charge card/-i facility obtained by an individual from a Resident and used for payment for retail goods or services only.

For purposes of determining the Domestic Ringgit Borrowing/Financing status of a Resident Entity—

- (a) the Resident Entity is deemed to have a Domestic Ringgit Borrowing/Financing when another Resident Entity with Parent-Subsidiary Relationship has a Domestic Ringgit Borrowing/Financing; and
  - (b) the following shall not be considered as Domestic Ringgit Borrowing/Financing—
    - i. a Borrowing/Financing obtained from another Resident Entity with Parent-Subsidiary Relationship;
    - ii. a Borrowing/Financing obtained from its Direct Shareholder; or
    - iii. any facility including credit facility or financing facility which is used for Sundry Expenses or Employees' Expenses only.
- "Sundry Expenses" refers to small and infrequent expenses for office supplies (e.g. stationaries), ancillary services (e.g. software and online subscription) and other minor expenses to facilitate daily business operation.
- "Employees' Expenses" refers to business-related expenses which may include, but not limited to, travel (e.g. lodging and transportation), entertainment, health, insurance, takaful and other employees' expenses, excluding investment.

5. Foreign Currency Asset refers to Foreign Currency Asset Offshore and Foreign Currency Asset Onshore.
 

**Foreign Currency Asset Offshore** (previously referred to as "Investment Abroad"):

  - (a) a financial asset in Malaysia swapped for a financial asset in a Labuan Entity or outside Malaysia;
  - (b) Foreign Currency Borrowing / Financing given to a Non-Resident;
  - (c) working capital arising from the set-up of any business arrangement outside Malaysia, (including a joint venture project where no Entity is created or established);
  - (d) deposit in a Foreign Currency Account maintained with a Labuan Entity or outside Malaysia excluding reasonable amount of deposit for education, employment or migration outside Malaysia; or
  - (e) Foreign Currency-denominated—
    - i. asset (tangible or intangible) offered by a Non-Resident or any person whose residency cannot be determined.;
    - ii. asset (tangible or intangible) in or maintained with a Labuan Entity or outside Malaysia;
    - iii. Financial Instrument or Islamic Financial Instrument (excluding Exchange Rate Derivatives) without Firm Commitment offered on a Specified Exchange under the CMSA outside Malaysia undertaken by a Resident through a Resident futures broker; or
    - iv. Financial Instrument or Islamic Financial Instrument (excluding Exchange Rate Derivatives) without Firm Commitment issued or offered by a Non-Resident.

**Foreign Currency Asset Onshore:**

  - (a) Foreign Currency-denominated securities or Islamic securities offered in Malaysia by a Resident as approved in writing by RHBIB;
  - (b) Foreign Currency-denominated Financial Instrument or Islamic Financial Instrument offered in Malaysia by a Resident as approved in writing by RHBIB excluding a derivative or Islamic derivative transaction entered with Firm Commitment;
  - (c) deposit in Investment foreign currency account (FCA) with a LOB or an approved Financial Institution as specified in Notice 3; or
  - (d) any instrument offered by a LOB with Foreign Currency delivery at maturity (such as dual-currency investment).

6. The Client shall consent to abide with and be bound by the provision of the Financial Services Act 2013/Islamic Financial Services Act 2013 and Foreign Exchange Policy Notices and any amendments to the same from time to time with regard to any transaction or payments to or from the Client' relevant Investment account(s);
7. In the event there are changes to the circumstances and/or details contained in this declaration and/or the Client's undertaking herein, the Client undertake to update RHBIB of the changes immediately, failing which RHBIB may proceed to take any actions RHBIB deem fit without further reference to me/us;
8. The Client hereby declare that the information/declaration/undertaking provided in this form is true and correct.

**PART E: FOREIGN CURRENCY SETTLEMENT (RETAILS ACCOUNT ONLY)**

1. The Client, hereby authorise RHBIB to settle transactions conducted on the Bursa Malaysia Securities Berhad ("BMSB") and/or the Recognised Exchanges in the exchange traded currencies where the Securities are quoted in the same currency on the relevant exchanges ("Foreign Currency Quoted Securities").
  - (a) furnish the contract notes and statements for the purchase and/or sale of the Foreign Currency Quoted Securities listed on the BMSB and/or Recognised Exchanges in the exchange traded currencies.
2. The Client further authorise RHBIB to do the following in respect of the trust account:-
  - (a) convert from the Client's domestic or withdraw from the Client's foreign currency trust account(s) for settlement purposes including to settle any profit, fees or charges, taxes, fines, penalties in respect of the Foreign Currency Quoted Securities transactions conducted on the BMSB and/or Recognised Exchanges.
  - (b) to credit into the Client's foreign currency trust account any sales proceeds due from sale of Foreign Currency Quoted Securities listed on the BMSB and/or Recognised Exchanges.
3. The Client hereby acknowledge, accept and agree with the following terms and conditions:-
  - (a) to bear any fees, charges and/or penalties which may be charged by any agent banks or banking institutions should the Client remit foreign currency inward or outward via telegraphic transfers.
  - (b) to pay the transaction fees and any other fees charged by RHBIB for Foreign Currency Quoted Securities transactions conducted on the BMSB and/or Recognised Exchanges arising from the Client's request to settle the above transactions in foreign currency as may be imposed by RHBIB from time to time.
  - (c) that the settlement currency selected by the Client CANNOT be changed once the contract has been booked out.
  - (d) that RHBIB shall settle the Client's transactions in MYR should the settlement currency listed in Section D, no. 1(a) above is not selected by the Client unless otherwise requested by the Client by way of completing this authorisation and undertaking form or if the selected settlement currencies are no longer made available by the agents/counter brokers.
  - (e) to abide by RHBIB's internal policies, the applicable rules and regulations imposed by the regulators and any amendments or variation thereof.
4. The Client hereby irrevocably undertake to indemnify RHBIB from and against all actions, proceedings, claims, demands, losses, penalties, fines, damages, costs, charges and expenses which RHBIB may sustain, incur and be liable to in consequence of or attributable to or arising from RHBIB performing the aforesaid request and authorisation. The right of indemnity shall continue in full effect notwithstanding the suspension, termination or closure of the Client's account with RHBIB.

**PART F: PRIVACY NOTICE FOR INDIVIDUAL CLIENT / GUARANTOR / AUTHORISED SIGNATORY / CONTACT PERSON OF CORPORATE CLIENT**

The Client understands that RHBIB will use, collect, record, store, share and/or process the Client's personal information, including, without limitation, his/her contact details, background information, financial data, tax residency and other information relevant to his/her application for the product and / or service which

- (a) the Client has provided in this form or through any other contact with RHB Banking Group (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), or
- (b) has been obtained from analysis of the Client's payment and other transactions/services within the RHB Banking Group, or
- (c) has been obtained from third parties such as employers, joint applicants/accountholders, guarantors, legal representatives, industry/financial related associations, government/regulatory authorities, credit bureaus or credit reporting agencies, retailers, social networks and fraud prevention agencies or other organizations

for any and/or all of the following purposes ("**Purpose**"), if applicable:

- (i) providing this product and/or service and notifying the Client about important changes or developments to the features;
- (ii) updating and managing the accuracy of RHB Banking Group's records;
- (iii) prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
- (iv) assessment and analysis including credit, lending / financing, insurance / takaful risks and/or other risk purposes, behaviour scoring, mining, profiling, data analytics, due diligence, market and product analysis and/or market research;
- (v) communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of RHBIB's products and services, responding to inquiries and complaints and to generally resolve disputes;
- (vi) determining the amount of the Client indebtedness and recovering debt that the Client owe to RHBIB;
- (vii) maintaining the Client's credit history for present and future reference;
- (viii) enabling an actual or proposed assignee of RHBIB, or participant or sub-participant of RHBIB to evaluate the Client's transactions which are intended to be the subject of the assignment, participation or sub-participation;
- (ix) cross-selling, marketing and promotions of products and/or services of RHB Banking Group and its strategic alliances;
- (x) for RHBIB's corporate events (including networking events, launching of products, etc.) /contests, of which photographs / images of me may be captured and may be used for RHBIB's publications; or
- (xi) protecting RHB Banking Group's interests; or
- (xii) all other purposes which are ancillary to or related with any of the above.

The Client understand and acknowledge that it is necessary for RHBIB to process his/her personal information for the Purpose, without which RHBIB will not be able to provide the product/service that the Client has requested from RHBIB and to notify the Client about important changes or developments to the products/services. Where the Client has provided RHBIB with sensitive personal information (in particular, information consisting his/her physical/mental health for applications of insurance / takaful products/services), the Client hereby provide

RHBIB with his/her express consent to process the same in the manner described in this Privacy Notice. The Client may exercise his/her options in respect of receiving marketing materials (including cross-selling, marketing and promotions as described above) at any time by visiting [www.rhbtradesmart.com](http://www.rhbtradesmart.com) or contact [customer.service@rhbgroup.com](mailto:customer.service@rhbgroup.com).

The Client understand that RHBIB may disclose his/her personal information (or sensitive personal information, if applicable) to other companies within the RHB Banking Group, service providers, merchants and strategic partners, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, governmental agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia for the Purpose, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to RHBIB.

The Client further understand that he/she may request for correction (if his/her personal information is inaccurate, outdated, incomplete, etc), access to (a prescribed fee may be charged), or deletion (if he/she no longer has any existing products/services with RHB Banking Group) of his/her personal information or limit the processing thereof at any time hereafter by submitting such request via email to the following address:

**Manager**  
**RHB Banking Group**  
**Customer Care Centre**  
**Level 4, Crystal Plaza, No.4, Jalan 51a/223, Seksyen 51a,**  
**46100 Petaling Jaya Selangor, Malaysia**  
**Telephone number: +603 9206 8118**  
**Email: [customer.service@rhbgroup.com](mailto:customer.service@rhbgroup.com)**

The Client acknowledge that RHB Banking Group may modify or update its Privacy Notice from time to time, a copy of which is available at [www.rhbgroup.com](http://www.rhbgroup.com) and that the Client may channel any complaints or inquiries the Client may have in the manner indicated above.

**[This paragraph is only applicable to RHB Investment Bank Berhad customer(s), if any]**

The Client understand that RHBIB is regulated by Bursa Malaysia, and that my personal information may be disclosed to the relevant Bursa entity (which shall include Bursa Malaysia Berhad, Bursa Malaysia Securities Berhad, Bursa Malaysia Securities Clearing Sdn Bhd, Bursa Malaysia Depository Sdn Bhd, Bursa Malaysia Derivatives Clearing Berhad, or Bursa Malaysia Derivatives Berhad, etc) (collectively, "**Bursa Malaysia**") for legal, regulatory and administrative purposes, if applicable. Where my personal information is provided to Bursa Malaysia, the Client understand that Bursa Malaysia's personal data protection practices as described in Bursa's Personal Data Notice, (available at [http://www.bursamalaysia.com/personal\\_data\\_notice](http://www.bursamalaysia.com/personal_data_notice)) would apply.

**[This paragraph is only applicable to individual guarantor(s), if any]**

The Client understand that as a guarantor, RHBIB will process the Client personal information according to the Purpose described above and that the Client will have similar rights to access and correct his/her personal information as described above.

The Client consents to RHBIB processing my personal information for any necessary disclosures and overseas transfers of my personal information to relevant third parties, for the Purpose, if applicable.

The Client agrees to the disclosure and/or transfer of my personal information to relevant third parties as a result of any restructuring, sale or acquisition of any company within the RHB Banking Group, provided that the recipient uses my personal information for the Purpose, if applicable.

The Client also represents and warrants that the Client has sufficiently obtained the consent of third party individual(s) (e.g. family, spouse, related parties, supplementary cardholder and/or emergency contact persons, etc) whose personal information the Client has disclosed to RHBIB to allow RHBIB to process the same in relation to the Purpose, if applicable.

**[This paragraph is only applicable to the authorized signatory(s)/contact person(s) of RHBIB's corporate customer(s), if any]**

As the authorized signatory(s)/contact person(s) of RHBIB's corporate customer, the Client understand that personal information of the directors, individual shareholders, employees, other authorised signatories, individual guarantors, individual security providers, suppliers/vendors and/or related parties etc, may be collected and processed by RHBIB for the purpose of the commercial transactions between the corporate customer and RHBIB. The Client represents and warrants that they are entitled to provide the said personal information to RHBIB and/or the appropriate consent have been obtained to allow RHBIB to process the said personal information for the said purpose.

**[This paragraph is only applicable to parent/legal guardian/next-of-kin/authorized representative of Junior Account holder(s), if any]**

If the Client is providing consent as parent / legal guardian / next-of-kin / authorized representative of a junior applicant, the Client understands that the personal information of the junior applicant will be processed by RHBIB for the Purpose described above.

## **PART G: DECLARATION, ACKNOWLEDGEMENT AND AUTHORISATION**

1. The Client undertakes to notify RHBIB in writing of any changes in the information provided herein by the Client. The Client agrees that any such changes shall be effective three (3) business days after RHBIB's receipt of my notice.
2. The Client agrees to be bound by the Rules and Regulations of Bursa Securities, Bursa Derivatives and the Rules of the Specified Exchange (collectively called the "Rules") and any other relevant regulatory body governing dealings in securities quoted on Bursa Securities or the Recognised Exchange Rules, as the same may be in force from time to time and at any time. RHBIB reserves the right to reject any application which does not conform to the requirements of the policies and guidelines set by RHBIB.
3. The Client agrees that RHBIB shall be entitled to act upon and the Client shall accordingly be bound by any notice or other communication received by RHBIB and believed by RHBIB to have been given or made by a person authorised by the Client and the transaction executed pursuant to such instructions shall accordingly be binding on the Client. Where any instruction is ambiguous or inconsistent with any other instruction, RHBIB shall be entitled either not to act upon the instruction or to rely and act in accordance with any reasonable interpretation thereof which any officer of RHBIB believes in good faith to be the correct interpretation. The Client shall not hold RHBIB liable in any way for acting on inconsistent, ambiguous or incomplete instructions.
4. RHBIB shall not be liable to the Client for acting upon any instructions communicated or purportedly communicated by the Client to RHBIB over the telephone or in writing and signed or purportedly signed by the Client or given or transmitted purportedly or given or transmitted by facsimile or electronic mail notwithstanding that it is subsequently shown that such instruction was not given by the Client. Any risks of misunderstanding, any error or loss resulting from instructions given by unauthorised persons or any error, loss or delay resulting from the use of the post, facsimile or electronic mail are entirely the Client's risk for which RHBIB shall not be liable for.
5. The Client is aware that signatures on facsimile or electronic mail instruction may be superimposed fraudulently or without proper authority when transmitted to RHBIB and the Client shall give RHBIB facsimile or electronic mail instructions assuming such risks. RHBIB shall not held liable for any losses, damages, expenses, claims or liabilities suffered by the Client as a result of RHBIB acting upon facsimile or electronic mail instructions so long as the signatures appearing on any such facsimile or electronic mail instructions appear on verification to be or purport to be in accordance with my specimen signature.
6. Where the Client enters into transactions relating to securities other than those quoted on Bursa Securities, such transactions shall wherever applicable be governed by the relevant Rules.
7. The Client authorises RHBIB to conduct independent verification and / or inquiries in respect of any information declared herein or furnished to RHBIB with the relevant authorities and / or credit reference agencies or any other relevant organisations whether in Malaysia or elsewhere and the Client undertakes to furnish any additional information that RHBIB may require for its assessment of the application and from time to time after the application had been approved. That the Client further consents and authorises the relevant authorities and / or credit reference agencies or any other relevant organisations whether in Malaysia or elsewhere to disclose the Client's information to RHBIB.
8. The Client hereby undertakes to fully, unconditionally and irrevocably indemnify RHBIB and keep RHBIB indemnified at all times from and against all actions, proceedings, claims, demands, losses, penalties, fines, damages, costs, charges and / or expenses which RHBIB may sustain, incur or be liable to, in consequence of, attributable to or arising from, any breach by the Client of its obligations including any costs reasonably and necessarily incurred by RHBIB in collecting any debts due to RHBIB or in connection with the closure of the trading accounts, or any appointment made by the Client, and / or any request or authorisation given by the Client, and / or any false declaration(s) on the Client's part in these Terms and Conditions howsoever arising. The right of indemnity shall continue in full effect notwithstanding the suspension, termination or closure of my account with RHBIB. Neither RHBIB or its subsidiaries, associated, or related companies of RHBIB's holding company nor any of its agents shall be liable for any direct, indirect, special or consequential damages which may be suffered by the Client such as, but not limited to, loss of anticipated profits or other anticipated economic benefits, whatsoever or howsoever caused, whether in contract or in tort, arising directly or indirectly with or arising out of this DAA, and / or the Terms and Conditions herein. The Client further undertake to indemnify RHBIB and or its subsidiaries, associated, or related companies of RHBIB's holding company from being liable in any proceedings (whether civil, criminal or otherwise) arising from any breach by me pursuant to the terms of the Terms and Conditions and / or the DAA stated herein.

9. The Client consents that RHBIB and / or its authorised agents, service providers and / or sub-contractors may obtain or be granted access to his/her information or documents relating to the Client's affairs in particular in relation to his/her securities and / or depository accounts (for example account particulars, balances, and / or transactions) maintained with the relevant authorities (whether locally or abroad), agents and / or service providers. This consent is irrevocable and the Client shall not hold RHBIB liable for any losses arising thereof except for losses or liabilities the Client may directly suffer as a result of any fraudulent act done / committed by RHBIB.
10. The Client hereby confirm the his/her consent to RHBIB giving the Client's trade contract notes and other statements of account electronically in respect of the trading account(s) opened with RHBIB. In this connection, the Client understand and accept that all contract notes and statements given by RHBIB electronically will be deemed given as from RHBIB posting the same.
11. The Client agrees and accepts that RHBIB has a legal obligation under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (including any amendments, variations, and / or modifications as may be made at any time and from time to time) and any guidelines issued by any regulators, authorities and / or statutory bodies to report transactions that, RHBIB may have reason to suspect, involves proceeds of any unlawful activity. In this regard, where any suspicion of money laundering and / or financing of terrorism arises, RHBIB is therefore authorised to report its suspicions to the Financial Intelligence and Enforcement Department ("FIED") in BNM or to such any other regulatory bodies without first obtaining the Client's approval. The Client agrees that he/she shall not hold RHBIB liable in any proceedings (whether civil, criminal or otherwise) for the disclosure of any information in any suspicious transaction report made by RHBIB in good faith, nor for any delay and / or refusal by RHBIB in carrying out the Client's instructions in the event deemed necessary by RHBIB. The Client further agree to abide and comply with any directives or orders which may be issued and imposed by the respective regulators, authorities and / or statutory bodies from time to time and further undertake to give the evidence and / or documentation required by RHBIB, the respective regulators, authorities and / or statutory bodies for the purpose of complying with the respective AML/CFT legislation in the applicable jurisdiction where the transactions are to be executed from time to time.
12. The Client undertakes and confirms that the Client is not involved / engaged in any activity(ies) relating to export, transshipment or bringing into transit of any strategic items (dual-use items, including arms and related material) either as broker, trader exporter, cargo agent, carrier, freight forwarder, feeder operators, logistic or service provider of technology, that will / may facilitate the design, development and production of weapons of mass destruction and their delivery systems as legislated and / or prohibited by the Strategic Trade Act 2010 ("STA"), such activity(ies) to be known as "STA related activities". The Client understands that RHBIB may use all information gathered in relation to the account with RHBIB for verification purposes to ensure compliance with the STA. In the event that the Client subsequently becomes involved in the STA related activities, the Client undertake to immediately notify RHBIB in writing of such involvement / engagement. The Client acknowledges and agrees that RHBIB shall take such action as is deemed necessary in relation to the Client's trading account(s), including notifying the regulators of the STA (which include but is not limited to the Ministry of International Trade and Industry) of my involvement / engagement in the STA related activities. The Client accepts that RHBIB may at its discretion decline the Client's application for opening of account or close / terminate the Client's trading account(s) as the case may be, without any further reference to the Client. The Client agrees and acknowledges that RHBIB is absolved of all and any liabilities to the Client in this regard.
13. The Client consents to and authorizes the RHB Banking Group (which shall include its holding company, its subsidiaries and associated companies), its respective directors, officers, employees and agents to disclose, share and/or verify information or documents pertaining to the Client's affairs, account(s), facility(ies), directors and/or substantial shareholders to and/or with the following parties including, without limitation:
  - (i) any companies within the RHB Banking Group, whether within or outside Malaysia for any purpose including, without limitation:
    - a) cross-selling, marketing and promotions of products and/or services of the RHB Banking Group;
    - b) conducting conflict checks on any conflict of interest situations whether actual or potential, pursuant to the appointment of RHBIB, if applicable; and
    - c) having access to the Company's/ the Customer's information and/or documents in relation to its securities and/or depository accounts maintained with RHBIB and/or the relevant central and/or authorized depositories, if applicable;
  - (ii) any authorities/regulators/parties as may be authorised by law or regulations to obtain such information or by court of law;
  - (iii) any party(ies) providing security for purposes of facility(ies) granted to the Client;
  - (iv) agents of the RHB Banking Group, including without limitation, vendors, merchants and/or third party service providers in connection with any products and/or services being provided by the RHB Banking Group;
  - (v) auditors, legal counsels and/or other professional advisers in relation to the provision of services by the RHB Banking Group pursuant to this engagement, or in connection with the preparation of any facility or security documents, if applicable, or any action or proceeding for the recovery of monies due and payable by the Client, wherever applicable;
  - (vi) credit bureaus and/or credit reporting agencies, fraud prevention agencies, debt collection agencies and industry/financial related associations; and
  - (vii) any potential assignee or other person proposing to enter into any contractual arrangement which requires the disclosure of such information.
14. The Client further authorises RHBIB to disclose any information relating to my account(s) accessible to RHBIB to the DR or FBR nominated by the Client or appointed by RHBIB, to RHBIB's subsidiaries and its related group of companies. The Client further authorise and consent the disclosure by RHBIB of any information relating to the Client's account(s) upon the demand, order or request of Bursa Securities or any other authorities or any government authority, statutory body or court of law, RHBIB's auditors, legal counsels and other professional advisers.
15. The Client further consents to the disclosure by Bursa Malaysia Depository Sdn. Bhd. ("Bursa Depository") to RHBIB, and to such agents, service providers and sub-contractors of RHBIB as informed by RHBIB to Bursa Depository, of information or documents relating to the Client's affairs and in particular, relating to the Client's account(s) but not limited to balances, account particulars and / or transactions. This consent shall be valid until revoked by the Client and such revocation is accepted by RHBIB. The Client hereby release Bursa Depository from any loss or liability arising from or in connection with this authorisation except for loss or liability that the Client may suffer as a result of any act, statement or omission that was not done in good faith by Bursa Depository.
16. Where applicable, the Client hereby agrees that RHBIB be authorised, but not obligated to, deal with my monies that is deposited into the trust account or any other account including but not limited to the following:
  - i) Placing the Client's monies into short term deposits, money market instruments and unit trusts, if applicable, during the interim period prior to the Client's investment being affected.
  - ii) making payment in accordance with the Client's written instruction;
  - iii) to defray brokerage and other charges, clearing fees, registration fees, conversion fees, transfer fees, custody/nominees fees, stamp duties, administrative fees, corporate action handling fees and any other disbursements due on any Account;
  - iv) Late Payment Charges of 6% incurred on overdue purchases and/or trading losses;
  - v) any bank charges; and
  - vi) any trading losses incurred by me/us; and
  - vii) as otherwise authorized by law.
17. The Client has read and understood the obligations as stipulated under Clause 1.4 and the consequences of non-compliance under Clause 1.5 of the General Terms and Conditions (for Equities Trading only) and:-
  - (a) The Client hereby undertakes to disclose information and documents in relation to any dealing in securities in respect of the Client's trading account(s) including but not limited to information on whether or not any dealing in the above account is carried out on another person's behalf and in such instance, the name of and particulars sufficient to identify the person from whom, through whom or on whose behalf the securities are dealt with by us and if that person is not the beneficial owner(s) of the securities, the Client shall procure the particulars of the beneficial owner(s) of the securities;

- (b) That the Client is aware that the consequences as stipulated in Clause 1.5 for any failure to disclose information under Clause 1.5. Further pursuant to Rule 5.15(6) of Bursa Securities, the Client hereby confirms / undertakes that the beneficial owner(s) of the securities dealt with in the trading account and the CDS account which is maintained or to be maintained at our request pursuant to Rule 5.15(5) of Bursa Securities are / shall be the same.

Further pursuant to Rule 5.15(7) of Bursa Securities, the Client also hereby authorise and give consent to RHBIB:-

- i) To effect any entries in the CDS Account, in relation to or arising from any transaction executed in accordance with Bursa Securities Rules, the Clearing House Rules and Bursa Malaysia Depository Rules in our trading account; and
- ii) To exercise any rights over the securities held in the CDS Account therein in accordance with Bursa Securities Rules, the Clearing House Rules and Bursa Malaysia Depository Rules in relation to or arising from any transactions executed by us as stipulated above.

**\*Note: Only Applicable for Authorised Nominee (AN) / Exempt Authorised Nominee (EAN).**

18. In the event of any requirement pursuant to any local or foreign law or regulation that requires RHBIB to withhold any of the proceeds arising from the trades or transactions herein, the Client irrevocably consent to such withholding by RHBIB.
19. In relation to Derivatives, the Client authorise RHBIB to convert, at the absolute discretion of RHBIB and without further reference to me, on behalf of the Client any foreign currency(ies) if his/her account opened pursuant to this Account Opening Application Form indicate a short fall in such foreign currency(ies). The Client further authorise RHBIB to liquidate, at the absolute discretion of RHBIB and without further reference to the Client, all or part of his/her outstanding contract(s) in the Bursa Malaysia Derivatives and Specified Exchange if the Net Equity (cash balance less unrealised profit & loss) in his/her account opened pursuant to this Account Opening Application Form falls below thirty per cent (30%) of the margin requirement or any other percentages which may be notified and determined at the absolute discretion of RHBIB from time to time. The Client further agree to the following:-
  - a. That RHBIB does not guarantee that it will close all the Client's open positions when the Net Equity as defined above, falls below the margin requirement or that losses will be limited to the amount standing to the credit of the Client's Trading Account.
  - b. That on the occurrence of any of the above, the Client shall continue to be liable for all the outstanding amount occurring under the Client's Trading Account.
20. The Client acknowledges that the contract specifications for any products associated with the trading of Derivatives can be found on the website of Bursa Derivatives or the respective websites of the Specified Exchange. The Client undertake to read and understand the contents of such contract specifications and agree to be bound by all the Terms and Conditions therein prior to his/her execution with RHBIB any transaction(s) thereof. The Client understand that a copy of such contract specifications shall be made available to the Client upon his/her request.
21. The Client authorises RHBIB to distribute and / or apportion my trading limit for trading transaction(s) in local securities and foreign securities at the absolute discretion of RHBIB. For trading transaction(s) in local securities, the Client further authorise RHBIB to distribute / apportion his/her trading limit of my Equities Trading Account (including Day Trading Activities) at the absolute discretion of RHBIB.
22. The Client agrees that RHBIB shall not be responsible or liable to the Client in the event the agents or entities appointed by RHBIB to perform any obligations as stated in the General Terms and Conditions goes into liquidation or insolvency and further agrees that RHBIB shall not be liable in respect of the acts or omission of any entity providing any services including clearing, settlement facilities and / or custodian services.
23. RHBIB may set off or transfer any sum or deposit standing to the credit of the Client any other bank accounts with other entities within RHB Banking Group (including RHB Bank Berhad and RHB Islamic Bank Berhad) in or towards satisfaction of any of his/her liabilities to RHBIB under these Terms and Conditions.
24. The Client undertakes to further indemnify RHBIB for any loss, costs (includes legal costs), claims, liabilities or expenses arising out of or connected with any (i) transaction or instruction that may be carried out by RHBIB on behalf of the Client having to act on the his/her instructions or at his/her request, (ii) breach by the Client of its obligations, including but not limited to any costs reasonably and necessarily incurred by RHBIB in buying-in or selling-off, or collecting any debts due to RHBIB or in connection with the closure of the trading account(s), and (iii) breach, failure or omission of the foreign broker / agent / custodian appointed on behalf of me. This obligation to indemnify RHBIB survives the termination of these Terms and Conditions.
25. In relation to pre-initial public offerings, the Client hereby agree to abide by the respective term sheet(s) and / or letter of offer(s) and / or such other documents executed or as may be required to be executed by RHBIB from time to time. The Client further agree to abide by any rules / laws of the relevant regulatory bodies' currently in force or as may be imposed from time to time.
26. The Client agrees to pay all taxes including but not limited to Services Tax or its equivalent imposed by the authorities locally or abroad at the prescribed rate determined by the relevant authorities on the brokerage fee and or on the CDS fee and any such other fees in relation to his/her trading account.
27. The Client agrees and acknowledges that all communication between the RHBIB and me conducted via telephone, facsimile, or other electronic communication or electronic services including but not limited to short message service (SMS), emails, Whatsapp, Viber, Facebook or twitter ("Electronic Mode") for the purposes of issuing instructions in respect of his/her account may increase the risk of error, security, fraud and privacy issues. The Client acknowledges he/she is fully aware of the risks associated when communicating or conducting the transactions via the Electronic Mode. I further agree to the following:-
  - That the Client is fully and solely responsible for the safety and confidentiality of the associated pin numbers and/or passwords (if applicable) that must be kept secret and not be understandable, either directly or indirectly, by a third party. The Client must make sure, by all appropriate means, that they are not used by persons other than me, including but not limited to, a representative, attorney-in-fact, agent or any third parties.
  - RHBIB may rely upon or act in accordance with the instructions given under the Electronic Mode but is not obliged to rely upon and act in accordance with any instructions given via the Electronic Mode which may from time to time be, or purported to be, or believed by RHBIB to be given by the Client without inquiry on RHBIB's part as to the authority or identity of the person making or purporting to make such communication via the Electronic Mode.
  - RHBIB shall neither be liable for acting upon such instructions nor be obliged to investigate the authenticity of such instructions or verify the accuracy and completeness of such instructions the non-delivery, delayed delivery, or the misdirected delivery of such instruction given by the Client via the nominated Electronic Mode. Such instructions shall be deemed irrevocable and binding upon the Client upon RHBIB's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions.
  - RHBIB shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Electronic Mode. The Client agrees to indemnify RHBIB from and against all losses, liabilities, judgments, suits, sanctions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the Electronic Mode by using my designated password whether or not the Client authorised such use.
  - The Client agrees to use applicable software to protect my computer from viruses, malware, spyware, phishing, and other forms of attack on my computer. The Client is responsible for selecting all systems, hardware and the Internet service provider. The Client is also responsible for any defect, malfunction or interruption in service or security due to hardware failure, the choice of Internet service provider and systems and computer services.
28. The Client acknowledges that the products offered will be adopting the following Shariah contracts:
  - Wakalah refers to an agency contract in which a party acting as the principal authorizes another party as his/her agent to perform a particular task in matters that may be delegated, with or without imposition of a fee. RHBIB is appointed as the agent for clients to trade shares in the stock market. As an agent, RHBIB is responsible to assist the client to buy and sell shares either through online platform or offline through the Bank's dealers/remisiers.
  - Rahn refers to a contract where a party (as pledger) pledges an asset as collateral to another party (a pledgee) to fulfil an obligor's liability or obligation owing to the pledgee in the event of default of such obligor. Under the rahn contract, the client places his/her own shares/cash as collateral to secure the facility in which the trading limit shall be determined by the amount of this collateral.
  - The Wakalah fee applicable for this agency contract shall be equivalent to the brokerage that is communicated to me/us by the Bank's dealers/remisiers, verbally, in writing or any other methods deemed acceptable and appropriate during this account opening application, and as maybe revised at the Bank's sole discretion from time to time.
29. The Client, the undersigned hereby appoint RHB Bank to operate the Client's securities trading account ("Trading Account") opened with RHBIB on his/her behalf with effect from the date hereof. The Client hereby authorise RHB Bank to give instructions, place orders and transact (whether in writing, verbally or electronically) on his/her behalf and the Client hereby undertake that all such instructions or orders placed by RHB Bank will be duly honored by the Client. The Client further agrees that all the decisions made by RHB Bank in respect of the Trading Account are final and binding upon me.

30. Additionally, the Client hereby agrees that the said Trading Account will be subject to terms and conditions (including any amendments thereof) for securities trading imposed by RHBIB duly executed by me. The Client further agrees to abide by the credit limit imposed on his/her trading activities and/or the dealer's representatives trading activities.
31. The Client hereby further agree that, as investment in securities involves risk, RHBIB shall have the right at any time to limit purchases or sales requested or ordered by RHB Bank. The Client also agrees that RHBIB shall not be liable for any loss (actual or contingent) arising from any limit on purchases or sales requested or ordered by RHB Bank.
32. In addition, the Client hereby agrees and undertakes to fully indemnify RHB Bank at all times and keep RHB Bank fully and effectually indemnified against all claims and demands, actions and proceedings and losses and expenses including any legal costs and all other liabilities of whatsoever nature or description which may be made or taken or incurred or suffered by you in connection with the abovementioned action(s) whether directly or indirectly or consequentially or in whatever manner.
33. The Client declare that this authorisation shall remain valid until written notice to revoke such authorisation is accepted by RHBIB in writing. The Client irrevocably authorise and permit RHBIB or any of RHBIB authorised officers to disclose and furnish all information concerning the operation of the Client's Trading Account to other relevant parties. The Client hereby confirm that RHBIB or any of RHBIB authorised officers shall be under no liability for furnishing such information whether by reason of any misstatement, error, omission, delay or any matter in connection thereto whatsoever.
34. The Client hereby authorizes RHBIB to open a CDS sub-account in the name of RHB Nominees (Tempatan) Sdn Bhd or RHB Nominees (Asing) Sdn Bhd ("RHB Nominees") on the Client's behalf for the purpose of trading in Bursa Malaysia Securities Bhd listed securities in his/her margin account. Any fees, which are due to Nominees for their services shall be paid from the Client's Margin Facility with RHBIB. In case of insufficient funds, the Client shall be personally responsible for any fees due to them. The Client hereby also agrees that all securities in the above CDS account shall remain pledged to RHBIB until and unless his/her margin facility with RHBIB is fully settled.
35. RHBIB prohibits its DR to carry out or facilitate discretionary trading on behalf of its clients. All transactions duly executed by the DR on behalf of their clients are deemed to have been fully authorised by their clients. The Client is hereby required to keep all records of instructions provided to the DR for evidence in the event of a dispute.
36. Application for opening of CDS Account, declaration by applicant/depositor/authorised signatory(ies)/attorney(s):  
The Client hereby:-
- i) Declare that the Client has the full capacity and authority to make the application, and open and operate a CDS account, and that the information given in this application is true and correct as at the date of this form.
  - ii) Agree to be bound by the Rules of Bursa Malaysia Depository Sdn Bhd ("Depository") and any directions issued by the Depository, as may be amended from time to time.
  - iii) Declare that the Client is the \*beneficial owners/authorised nominee of all securities credited into this account that is to be opened.
  - iv) Irrevocably consent to the disclosure by the Depository, the issuer and their respective agents to any person, of such of the Client's personal information, as may be necessary or expedient to facilitate the payment of all cash dividends and other cash distributions that may be due to the Client in respect of the deposited securities in his/her CDS account, directly into the Client's bank account as stated in this form or as may be updated from time to time, or for any other purpose in connection with the payment of dividends or other cash distributions via such manner.
  - v) Irrevocably consent to receiving all cash dividends and other cash distributions that may be due to me in respect of the deposited securities in my CDS account via direct credit into the Client's bank account as stated in this form or as may be updated from time to time.
  - vi) Agree to receive, in relation to the Client's deposited securities and where relevant, electronic notifications instead of hardcopy notification, sent using the Client's contact details as stated in this form or as may be updated from time to time, and further consent to the disclosure of his/her contact details currently in the Depository's records to:
    - a) Bursa Malaysia Berhad's Group of Companies (the Group) to enable them to communicate capital market related matters, including new developments and initiatives by the Group, to \*me; and
    - b) Facilitate the sending of notices and communications from the issuers and Participating Organisations (POs) e.g. eDividend notification, contract notes from POs, and notices/circulars from issuers.
- The Client has read and am aware of the personal data notice available at Bursa Malaysia Berhad's website at [www.bursamalaysia.com](http://www.bursamalaysia.com).
37. The Client acknowledge and agrees that:
- (a) RHBIB is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013, Islamic Financial Service Act 2013, to which RHBIB as a licensed financial institution may from time to time be subject to in Malaysia (collectively, "Regulatory Requirements");
  - (b) RHBIB shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
  - (c) if RHBIB is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for RHBIB to approve the Application or to grant or make available of, or to disburse any funds under, the Trading Account(s), has occurred or arisen, or the approval of the Application or the granting or making available of, or the disbursement of any funds under, the Trading Account(s) would contravene any of the Regulatory Requirements (in whole or in part), including without limitation RHBIB's receipt of any alert or positive name match from the relevant checks conducted on the Client and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier to whom any funds under the Trading Account is to be disbursed) by RHBIB pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Application, RHBIB shall, at any time without written notice/ by giving not less than 14 working days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-
    - (i) **Reject** the Application and do all such acts and things as may be necessary to comply with the Regulatory Requirements;
    - (ii) **Suspend** the Trading Account(s), and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or
    - (iii) **Close** the Trading Account(s) and terminate its relationship with the Client, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.
  - (d) if the Trading Account(s) is closed/ terminated by RHBIB pursuant to their compliance to Regulatory Requirements:
    - (i) the indebtedness or all monies outstanding shall immediately become due and payable;
    - (ii) the security created under the Security Documents shall immediately become enforceable;
    - (iii) no utilization or further utilization of the services under the Trading Account(s) shall be made allowed; and
    - (iv) RHBIB shall be entitled to exercise all or any of its rights and remedies available to it under the Trading Account(s), the applicable laws or otherwise;
  - (e) The Client shall provide all such documents and information as RHBIB may require (at all times during the term of the business relationship) for the purposes of complying with the Regulatory Requirements;
  - (f) RHBIB shall be entitled to freeze/ seize the account/ facilities under its control or due from any source to it, pursuant to order(s) from enforcement agency(ies) until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.
38. The Client hereby represent and warrant, and undertake that:
- (i) The Client has not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
  - (ii) The Client has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;
  - (iii) The Client has not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence;
  - (iv) The Client has not concealed, disguised or impeded, and shall not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;
  - (v) The Client will at all times comply with the Regulatory Requirements;
  - (vi) The Client will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to RHBIB due to its actions; and
  - (vii) The Client understand that any breach(es) due to AMLA and sanction requirements are non-negotiable.

## DEFINITIONS

### PART A: DEFINITIONS AND INTERPRETATION FOR INDIVIDUAL SELF CERTIFICATION

**"Account Holder"** means the person listed or identified as the holder of a Financial Account. A person, other than a Financial Institution, holding a Financial Account for the benefit of another person as an agent, a custodian, a nominee, a signatory, an investment advisor, an intermediary, or as a legal guardian, is not treated as the Account Holder. In these circumstances that other person is the Account Holder. For example, in the case of a parent/child relationship where the parent is acting as a legal guardian, the child is regarded as the Account Holder. With respect to a jointly held account, each joint holder is treated as an Account Holder.

**"Account Information"** means any information relating to any account of a Customer with any of the RHB Banking Group including without limitation the account number, account balance or value, currency denomination, gross receipts, withdrawals and payments to or from the account and the total gross amount of interest/profit/hibah paid or credited to the account.

**"Authority"** means any national, state, or local government, any political subdivision thereof, any agency, authority, instrumentality, whether judicial or administrative, regulatory or self-regulatory organisation, law enforcement body, court, central bank or tax or revenue authority in any jurisdiction whether within or outside of Malaysia.

**"Controlling Person"** means the natural person(s) who exercise control over an entity. In the case of a trust, the Controlling Person(s) are the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, or any other natural person(s) exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, Controlling Person(s) means person in equivalent or similar positions. The term "Controlling Person" shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations.

**"CRS"** means the Common Reporting Standard which was developed in response to the G20 request and approved by the Organisation for Economic Co-operation and Development (OECD) Council on 15 July 2014, and which calls on jurisdictions to obtain information from their financial institutions and automatically exchange that information with other jurisdictions on an annual basis. It sets out the financial account information to be exchanged, the financial institutions required to report, the different types of accounts and taxpayers covered, as well as common due diligence procedures to be followed by financial institutions.

**"Entity"** means a legal person or a legal arrangement, such as association, corporation, organisation, partnership, trust/ custodial services or foundation.

**"Financial Account"** means an account maintained by a Financial Institution and includes: Depository Accounts; Custodial Accounts; Equity and debt interest in certain Investment Entities; Cash Value Insurance/Takaful Contracts; and Annuity Contracts as defined in FATCA and CRS regulations.

**"FATCA"** means the Foreign Account Tax Compliance Act which was passed as part of the Hiring Incentives to Restore Employment (HIRE) Act, which generally requires that foreign financial institutions and certain other nonfinancial foreign entities report on the foreign assets held by their United States Accountholders or be subject to withholding on withholdable payments. The HIRE Act also contains legislation requiring United States persons to report, depending on the value, their foreign financial accounts and foreign assets.

**"Participating Jurisdiction"** means a jurisdiction with which an agreement is in place pursuant to which it will provide the information required on the automatic exchange of financial account information set out in the Common Reporting Standard.

**"Person"** means an individual, corporation, company, partnership, joint venture, trust, estate, Limited Liability Company, unincorporated organisation or other entity.

**"Personal Information"** means in respect of a Customer and any Controlling Person, means: (i) where the Customer and any Controlling Person is an individual, his/her full name, date and place of birth, residential address, mailing address, contact information (including telephone number), and any taxpayer identification number ("TIN"), social security number, citizenship(s), residency(ies) and tax residency(ies) or (if applicable) such other information as the RHB Banking Group may reasonably require regarding such Customer and any Controlling Person; (ii) where the Customer and any Controlling Person is a corporate/entity, its full name, date and place of incorporation or formation, registered address, address of place of business, tax identification number, tax status, tax residency, registered address, address of place of business, certification of its CRS status/classification or (if applicable) such other information as the RHB Banking Group may reasonably require regarding each of its substantial shareholders and controlling persons.

**"Residential/Registered/Permanent Address"** means the residential/registered/permanent address MUST be supported by a documentary evidence issued by an authorised government body (e.g. NRIC, passport, business license).

The words **"We"**, **"Us"**, **"Our"**, **"Bank"** and **"RHB"** means RHB Bank Berhad and/or RHB Islamic Bank Berhad and/or other entities within the RHB Banking Group, their partners and their contractors, or any one of them (where applicable).

**"Tax Information"** means in respect of a Customer and any Controlling Person, means: (i) any documentation or information (and accompanying statements, forms, representations, waivers and consents as the RHB Banking Group may from time to time require or as the Customer and any Controlling Person from time to time give) relating, directly or indirectly, to the tax status of the Customer and any Controlling Person; (ii) Personal Information of the Customer and any Controlling Person; (iii) Account Information; and (iv) any other information received by any member of the RHB Banking Group in relation to the Customer, including (but not limited to) information collected and maintained pursuant to Anti-Money Laundering/ Know Your Customer (AML/KYC) procedures.

**"Tax Resident"** means refers to the definition of tax residence by each participating jurisdiction as provided on [<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/#id.en.347760>]. In general, you will find that tax residence is the country/jurisdiction in which you live. Special circumstances may cause you to be resident elsewhere or resident in more than one country/jurisdiction at the same time (dual residency). For more information on tax residence, please consult your tax adviser or the information at the OECD automatic exchange of information portal mentioned above.

**"TIN"** (including "functional equivalent") means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the following link [<https://www.oecd.org/tax/automatic-exchange/crsimplementation-and-assistance/tax-identification-numbers>].

Some jurisdictions do not issue a TIN. However, these jurisdictions often utilize some other high integrity number with an equivalent level of identification (a "functional equivalent"). Examples of that type of number include, for Entities, a Business/company registration code/number.

**"U.S Person"** means a US citizen or resident individual, a partnership or corporation organized in the US or under the laws of the US or any State thereof, a trust if (i) a court within the US would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more US persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US.

## **PART B: DEFINITIONS FOR CLAUSE OF ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 ("AMLA")**

**"instrumentalities of an offence"** means: (a) anything which is used in, or in connection with, the commission of any unlawful activity; or (b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity, whether the thing or property is situated within or outside Malaysia.

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

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

**"property"** means: (a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or (b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveler's cheques, bank cheques, money orders, capital market products, drafts and letters of credit, whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;

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

**"serious offence"** means: (a) any of the offences specified in the Second Schedule of AMLA; (b) an attempt to commit any of those offences; or (c) the abetment of any of those offences; "transaction" includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.

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