



**RHB INVESTMENT BANK BERHAD** 19663-P  
 (A Participating Organisation of Bursa Malaysia Securities Berhad)  
 (A Trading Participant of Bursa Malaysia Derivatives Berhad)  
 Level 10, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia  
 TEL +603 9285 2233 FAX +603 9284 7658

**For Office Use Only**

Client's CIF No.

Spouse / Joint Applicant's CIF No.

Submission by Dealer's Representative/Client/ Others (Please specify) : \_\_\_\_\_

RHB Staff ID & Name : \_\_\_\_\_

RHB Staff Department : \_\_\_\_\_

Date Updated  -  -

**UPDATING OF CLIENT'S PARTICULARS**

**INSTRUCTIONS FOR COMPLETION OF APPLICATION FORM**

- Tick where applicable.
- Certified true copy of supporting documents shall be submitted by clients when updating their particulars with RHB Investment Bank Berhad ("RHBIB")
- Update: Individual data-refer to A, Corporate data-refer to B

**CLIENT PARTICULARS (Compulsory)**

Existing Name   
 (As per NRIC/Passport/Business Registration)

NRIC / Passport / Registration No.  Old NRIC No.

**TYPE OF ACCOUNT (Please select the account(s) that require changes)**

<input type="checkbox"/> Equities Trading Account	<b>Account Number</b>
<input type="checkbox"/> Margin Account	_____
<input type="checkbox"/> Derivatives Trading Account	_____

**A) INDIVIDUAL DATA ONLY (Please fill in where necessary)**

Name\*\*   
 (As per NRIC/Passport/ Business Registration)

NRIC / MYPRID / Registration No.\*\*  Passport/Old NRIC No.\*\*

Permanent / Registered Address\*\*   
 (As per NRIC / Business Registration)

Postcode  State  Country

Correspondence Address   
 (If different from above)

Postcode  State  Country

Contact Details

Home No.  -  Facsimile No.  -

Office No.  -  Handphone No.  -

Email Address

**Bank Account Details:**

Bank Name (A copy of bank statement with IB account holder's name required)

Account No.

Account Name

Account Type

\*\*A copy of NRIC/Passport/Business Registration required if changes made

**1. Personal Data (Individual)**

Date of birth  -  -

Gender  Male  Female

Salutation  Mr.  Ms.  Datuk  Dato'  Datin

Dr.  Other, please specify \_\_\_\_\_

Nationality  Malaysian  Other, Country of Origin \_\_\_\_\_

Residency Status  Resident  Non Resident

Permanent Resident  Yes, please specify (i) PRID \_\_\_\_\_  No

(ii) PR Country \_\_\_\_\_

Marital Status  Married  Divorced  Widowed

**A) FOR INDIVIDUAL ONLY** (Please fill in where necessary)

**Employment Details:**

Occupation \_\_\_\_\_  
 Occupation Code \_\_\_\_\_ Years in Employment Business \_\_\_\_\_  
 (Refer to Masco<sup>1</sup> Code, please specify)\*

Employment Type  
 Government Employee (Contract/Temporary/Permanent)  RHB Investment Bank Staff  
 Self-Employed  Unpaid Family Worker  Unemployed  Employer  
 Private Employee (Contract/Temporary/Permanent)  
 Outside the Labour Force (Retiree/Pensioner/Student/Housewife)

Name of Employer / Company \_\_\_\_\_  
 Address of Employer / Company \_\_\_\_\_  
 Postcode \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_

Nature of Business (MSIC)<sup>2</sup>  
 Construction  Education  
 Mining and Quarrying  Manufacturing  
 Human Health and Social Work Activities  Transportation and Storage  
 Agriculture, Forestry and Fishing  Real Estate Activities  
 Financial and Insurance / Takaful Activities  Arts, Entertainment and Recreation  
 Administrative and Support Service Activities  Information and Communication  
 Professional, Scientific and Technical Activities  Other Service Activities  
 Accommodation and Food Service Activities  Electricity, Gas, Steam and Air Conditioning Supply  
 Public Administration and Defense; Compulsory Social Security  Activities of Extraterritorial Organizations and Bodies  
 Water Supply; Sewerage, Waste Management and Remediation Activities  
 Activities of Households as Employers; Undifferentiated Goods and Services Producing Activities of Households for Own Use  
 Wholesale and Retail Trade; Repair of Motor Vehicles and Motorcycles

Please specify detail MSIC<sup>2</sup> Code\* \_\_\_\_\_

Monthly Income (A copy of proof of income with IB account holder's name required) \_\_\_\_\_

Estimated Net Worth  
 RM50,000 and below  RM50,001 - RM100,000  RM100,001 - RM200,000  
 RM200,001 - RM500,000  RM500,001 - RM1,000,000  RM1,000,001 - RM2,999,999  
 RM3,000,000 and above

Source of Funds  
 Employment  Business  Investment Returns  
 Inheritance  Others, please specify \_\_\_\_\_

**2. Spouse / Joint Applicant Data**

Relationship with Account Holder  
 Spouse  Joint Applicant, please specify relationship \_\_\_\_\_

Name  
 (As per NRIC / Passport) \_\_\_\_\_

NRIC / MYPRID \_\_\_\_\_ Passport/Old NRIC No. \_\_\_\_\_

Salutation  
 Mr.  Ms.  Datuk  Dato'  Datin  
 Dr.  Other, please specify \_\_\_\_\_

Nationality  
 Malaysian  Other, Country of Origin \_\_\_\_\_

Gender  
 Male  Female

Race  
 Malay  Chinese  Indian  Others, please specify \_\_\_\_\_

Residency Status  
 Resident  Non Resident

Permanent Resident  
 Yes, please specify (i) PRID \_\_\_\_\_  No  
 (ii) PR Country \_\_\_\_\_

Marital Status  
 Married  Divorced  Widowed

Note:  
 1.MASCO = Malaysia Standard Occupation Code  
 2.MSIC = Malaysia Standard Industry Code  
 \*Please refer to Dealer's Representative for assistance to complete the necessary

**A) FOR INDIVIDUAL ONLY (Please fill in where necessary)**

**Employment Details:**

Occupation \_\_\_\_\_  
 Occupation Code \_\_\_\_\_ Years in Employment Business \_\_\_\_\_  
 (Refer to Masco<sup>1</sup> Code, please specify)\*

Employment Type

Government Employee (Contract/Temporary/Permanent)  RHB Investment Bank Staff  
 Self-Employed  Unpaid Family Worker  Unemployed  Employer  
 Private Employee (Contract/Temporary/Permanent)  
 Outside the Labour Force (Retiree/Pensioner/Student/Housewife)

Name of Employer / Company \_\_\_\_\_  
 Address of Employer / Company \_\_\_\_\_  
 Postcode \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_

Contact Details

Home No. \_\_\_\_\_ - \_\_\_\_\_ Facsimile No. \_\_\_\_\_ - \_\_\_\_\_  
 Office No. \_\_\_\_\_ - \_\_\_\_\_ Handphone No. \_\_\_\_\_ - \_\_\_\_\_  
 Email Address \_\_\_\_\_

Nature of Business (MSIC)?

Construction  Education  
 Mining and Quarrying  Manufacturing  
 Human Health and Social Work Activities  Transportation and Storage  
 Agriculture, Forestry and Fishing  Real Estate Activities  
 Financial and Insurance / Takaful Activities  Arts, Entertainment and Recreation  
 Administrative and Support Service Activities  Information and Communication  
 Professional, Scientific and Technical Activities  Other Service Activities  
 Accommodation and Food Service Activities  Electricity, Gas, Steam and Air Conditioning Supply  
 Public Administration and Defense; Compulsory Social Security  Activities of Extraterritorial Organizations and Bodies  
 Water Supply; Sewerage, Waste Management and Remediation Activities  
 Activities of Households as Employers; Undifferentiated Goods and Services Producing Activities of Households for Own Use  
 Wholesale and Retail Trade; Repair of Motor Vehicles and Motorcycles

Please specify detail MSIC<sup>2</sup> Code\* \_\_\_\_\_

Monthly Income \_\_\_\_\_

Estimated Net Worth

RM50,000 and below  RM50,001 - RM100,000  RM100,001 - RM200,000  
 RM200,001 - RM500,000  RM500,001 - RM1,000,000  RM1,000,001 - RM2,999,999  
 RM3,000,000 and above

Source of Funds

Employment  Business  Investment Returns  
 Inheritance  Others, please specify \_\_\_\_\_

Note:  
 1.MASCO = Malaysia Standard Occupation Code  
 2.MSIC = Malaysia Standard Industry Code  
 \*Please refer to Dealer's Representative for assistance to complete the necessary



DELIVERY OF CONTRACT NOTES / MONTHLY STATEMENTS

Type of Products	Contract Notes / Monthly Statements (please tick one (1) only for each product)		
	Web*	Email	Physical / Hardcopy**
Equities Trading Account	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margin Account	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derivatives Trading Account	Not Applicable	<input type="checkbox"/>	<input type="checkbox"/>

**Note:-**

\* The Contract Notes / Monthly Statements are available from our online trading platform (i.e. RHB Invest at <http://www.rhbinvest.com> or RHB TradeSmart at <https://www.rhbtradesmart.com>). You are able to download the Contract Notes / Monthly Statements from our online trading platform.

\*\* Contract Notes / Monthly Statements will be sent to your correspondence address registered with us. The Bank may levy a fee if you request for hardcopies.

**CONSENT AND ACKNOWLEDGEMENT ON PERSONAL DATA**

You understand that RHBIB may use, collect, record, store, share and/or process your personal information, including, without limitation, your contact details, background information, financial data, tax residency and other information relevant to your application for the product and / or services or which you have provided in this form for any and/or all of the following purposes ("**Purpose**"), if applicable:

- (i) providing this product and/or service and notifying you 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 / insurance risks / behaviour scoring / market and product analysis and market research;
- (v) communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and services, responding to inquiries and complaints and to generally resolve disputes;
- (vi) determining the amount of your indebtedness and recovering debt that you owe to RHBIB;
- (vii) maintaining your 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 your 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 you may be captured and may be used for RHBIB's publications; or
- (xi) protecting RHB Banking Group's interests and other ancillary or related purposes.

You further consent to and acknowledge that RHBIB may disclose your 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 RHB.

You may exercise your options in respect of receiving marketing materials including cross-selling, marketing and promotions as described above("Marketing Messages") at any time by calling our call centre @ 03 - 2113 8118 or by email to [support@rhbgroup.com](mailto:support@rhbgroup.com). Kindly note that if you do not exercise your right to opt out of receiving such Marketing Messages, you will be deemed to have consented to the receiving of such Marketing Messages by RHB Banking Group, service providers, merchants and strategic partners.

You acknowledge that the 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 you may channel any complaints or inquiries you may have in the manner indicated above.

**DECLARATION**

**Declaration for Updating of Client's Particulars**

I/We declare that all particulars and information given in this *Updating of Client's Particulars Form* are true and correct and that I/we have not withheld any material facts or information from RHBIB. RHBIB is entitled to fully rely on such information for all purposes, unless RHBIB receives notice in writing from me/us informing otherwise. I/We hereby undertake to furnish RHBIB with such additional particulars as RHBIB may require at any time and also undertake to inform RHBIB of any changes with regard to the particulars stated herein from time to time.

**Declaration for Changes in Mode of Delivery**

In consideration of RHBIB agreeing to my/our request for the issuance and delivery of contract notes/statements by way of electronic or online devices, and any other notices issued by RHBIB from time to time, I/we hereby accept and assume the risks associated with the transfer of documents/information by way of electronic or online devices and/or delivery, including delays or failure in the transmission due to breakdown or failure of transmission or traffic congestion of communications or any other cause(s) beyond your control or anticipation and/or inherent risks in receiving electronic contract notes/statements. I/We understand the risks involved in communication over the internet and/or electronic communication channel. I/We shall not dispute or challenge the validity, enforceability or admissibility of any such record and the contents therein. In the event of systems failure, I/we consent to receive the contract notes/statements via post or such other means as RHBIB deems fit and appropriate.

I/We also agree that this instruction shall be effective until revoked by me/us by giving you a newly executed form superseding this form. I/We also understand that you may cancel this email delivery service without providing any reason and/or prior notice to me/us.

I/We acknowledge that any contract notes/statements sent to me/us, whether by e-mail or by post, if sent to my/our address as given to you herein shall be deemed to be duly served on me/us within the applicable period provided for in the agreement after it is posted and/or if sent by e-mail, on the day such communication was made.

**Declaration for Account Consent Maintenance in CDS system**

I/We further consent 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 my / our affairs and in particular, relating to my / our account(s) but not limited to balances, account particulars and / or transactions. This consent shall be valid until revoked by me / us and such revocation is accepted by RHBIB. I / We hereby release Bursa Depository from any loss or liability arising from or in connection with this authorization.

I/We shall assume all responsibility or liability whatsoever for any direct or consequential loss arising from or in connection with you acceding to my/our above request. I/We further agree to fully indemnify RHBIB and hold RHBIB harmless from and against all actions, proceedings, claims, demands, losses, damages, costs, penalties, fines, charges and expenses which RHBIB may sustain, incur and be liable to in consequence of or attributable to or arising from the above request.

Signature of Client (Individual) / Authorised Signatory (Corporate) :	_____	Signature of Joint Applicant: (If applicable) :	_____
Name of Client / Authorised Signatory :	_____	Name of Joint Applicant :	_____
NRIC / Passport No. of Authorised Signatory (Corporate) :	_____	Date :	_____
Designation of Authorised Signatory (Corporate) :	_____	Please affix corporation stamp (for Corporate Client) :	_____
Date :	_____		

**FOR OFFICE USE ONLY**

Reasons of update

- Change in information provided by customers
- Change in business operations

- Data input / classification / error reporting
- Technical issue

	<b>Signature</b>	<b>RHBIB Staff ID &amp; Name</b>	<b>Designation</b>	<b>RHBIB Staff Department</b>	<b>Date</b>
Verified by (if applicable) :					
Approved by (if applicable) :					
Updated by :					
Checked by :					



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(A Participating Organisation of Bursa Malaysia Securities Berhad)  
(A Trading Participating of Bursa Malaysia Derivatives Berhad)

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TEL +603 9285 2233 FAX +603 9284 7658

## PART 1 DECLARATION AND UNDERTAKING ON RESIDENTIAL AND DOMESTIC RINGGIT BORROWING STATUS - FOREIGN EXCHANGE NOTICES (Applicable to Resident and Non-Resident Individual, Sole Proprietorship and Partnership)

### Note:

If you are a citizen of Malaysia, please proceed to Part 1(a)(i), (c), (d), and Part 3.

If you are a non-citizen of Malaysia, please proceed to Part 1(b), (c), (d), and Part 3.

If you are a sole-proprietorship/partnership, please proceed to Part 1(a)(ii), (c) (d) and Part 3.

### a. (i) Citizen of Malaysia

You are only required to tick one of the followings:

- I/We DO NOT own any permanent resident status in other country or territory outside Malaysia and I/We am/are currently residing permanently in Malaysia. As such, I/ We hereby declare that pursuant to Foreign Exchange Notices issued by Bank Negara Malaysia ("BNM") and Financial Services Act 2013/Islamic Financial Services Act 2013, I/we am/are a Malaysia resident(s).
- I/We own a permanent resident status in other country or territory outside Malaysia but I/We am/are currently residing permanently in Malaysia. As such, I/ We hereby declare that pursuant to Foreign Exchange Notices issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, I/we am/are a Malaysia resident(s).
- I/We own a permanent resident status in other country or territory outside Malaysia and I/We am/are currently residing abroad. As such, I/ We hereby declare that pursuant to Foreign Exchange Notices issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, I/we am/are a Non-Malaysia resident(s).

### a. (ii) Malaysia Resident/Non-Malaysia Resident (Sole Proprietorship/Partnership)

You are only required to tick one of the followings:

- I/We am/are a sole proprietorship/partnership incorporated or established outside Malaysia however registered or obtained approval from an authority in Malaysia. As such, we hereby declare that pursuant to Foreign Exchange Notices issued by Bank Negara Malaysia ("BNM") and Financial Services Act 2013/Islamic Financial Services Act 2013, we are a Malaysia resident; or
- I/We am/are a proprietorship/partnership registered with Companies Commission of Malaysia or any authority in Malaysia. As such, we hereby declare that pursuant to Foreign Exchange Notices issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, we are a Malaysia resident; or
- I/We am/are a proprietorship/partnership incorporated or established outside Malaysia, and do not have any approval from any authority in Malaysia to be considered as a Malaysia resident. As such, we hereby declare that pursuant to Foreign Exchange Notices issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, we are a Non-Malaysia resident.

### b. Non-citizen of Malaysia

You are only required to tick one of the followings:

- I/We DO NOT own a permanent resident status in Malaysia. I/ We hereby declare that pursuant to Foreign Exchange Notices issued by Bank Negara Malaysia ("BNM") and Financial Services Act 2013/Islamic Financial Services Act 2013, I/we am/are a Non-Malaysia resident(s).
- I/We own a permanent resident in Malaysia and I/We am/are currently residing abroad. As such, I/ We hereby declare that pursuant to Foreign Exchange Notices issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, I/we am/are a Non-Malaysia resident(s).
- I/We own a permanent resident in Malaysia and I/We am/are currently residing permanently in Malaysia. As such, I/ We hereby declare that pursuant to Foreign Exchange Notices issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, I/we am/are a Malaysia resident(s).

**c. Domestic Ringgit Borrowing** (*Applicable to Malaysia Resident only*)

Please tick and provide the necessary, and leave the  blank if it is not applicable:

I/We DO NOT have Domestic Ringgit Borrowing.

I/We have Domestic Ringgit Borrowing, and my/our aggregated investment in Foreign Currency Asset is/are within the *stipulated threshold*\* per calendar year under Foreign Exchange Notices.

	Name	Utilised Amount (RM)
Applicant 1		
Applicant 2		
Applicant 3		

I/We have Domestic Ringgit Borrowing, and my/our aggregated investment in Foreign Currency Asset have exceeded the *stipulated threshold*\*\* per calendar year under Foreign Exchange Notices. I/We hereby furnish the approval letter from BNM (Ref: \_\_\_\_\_) as supporting document.

	Name	Utilised Amount (RM)	Approved Amount (RM)
Applicant 1			
Applicant 2			
Applicant 3			

\*\* Pursuant to paragraph 2(c), Part A of Notice 3 of the Foreign Exchange Notices, a Resident Individual, Sole Proprietorship or General Partnership with Domestic Ringgit Borrowing is allowed to invest in Foreign Currency Asset up to RM 1 million equivalent<sup>^</sup> per calendar year using funds sourced from the aggregate of:

- (i) Conversion of Ringgit into Foreign Currency;
- (ii) Trade FCA; and
- (iii) swapping of a Ringgit-denominated financial asset in Malaysia for a financial asset in Labuan entity or outside Malaysia.

<sup>^</sup>computed in aggregate based on the Resident Individual, sole proprietorship and General Partnership's investment in Foreign Currency Asset.

**d. Client's Particulars**

Main Applicant permanent residential address:

\_\_\_\_\_

Mobile number: \_\_\_\_\_

Permanent residence telephone number: \_\_\_\_\_

Office telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Joint Applicant (1) permanent residential address:

\_\_\_\_\_

Mobile number: \_\_\_\_\_

Permanent residence telephone number: \_\_\_\_\_

Office telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Joint Applicant (2) permanent residential address:

\_\_\_\_\_

Mobile number: \_\_\_\_\_

Permanent residence telephone number: \_\_\_\_\_

Office telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_



**PART 2  
DECLARATION AND UNDERTAKING ON RESIDENTIAL AND DOMESTIC BORROWING STATUS - FOREIGN EXCHANGE NOTICES  
(Applicable to Resident Entity and Non-Resident Entity)**

**Note:**

Please tick and provide the necessary, and leave the  blank if it is not applicable.  
Please complete (a), (b), and Part 3.

**a. Malaysia Resident/Non-Malaysia Resident**

- We are a body corporate incorporated or established outside Malaysia however registered or obtained approval from an authority in Malaysia. As such, we hereby declare that pursuant to Foreign Exchange Notices issued by Bank Negara Malaysia (“BNM”) and Financial Services Act 2013/Islamic Financial Services Act 2013, we are a Malaysia resident; or
- We are a body corporate registered with Companies Commission of Malaysia or any authority in Malaysia. As such, we hereby declare that pursuant to Foreign Exchange Notices issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, we are a Malaysia resident; or
- We are a body corporate incorporated or established outside Malaysia, and do not have any approval from any authority in Malaysia to be considered as a Malaysia resident. As such, we hereby declare that pursuant to Foreign Exchange Notices issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, we are a Non-Malaysia resident.

**b. Domestic Ringgit Borrowing (Applicable to Malaysia Resident only)**

- We DO NOT have Domestic Ringgit Borrowing.
- We have Domestic Ringgit Borrowing\*, and our aggregated investment in Foreign Currency Asset is/are within the stipulated threshold\*\* per calendar year under Foreign Exchange Notices.

	Name	Utilised Amount (RM)
Entity 1		
Entity 2		
Entity 3		

- We have Domestic Ringgit Borrowing\*, and our aggregated investment in Foreign Currency Asset have exceeded the stipulated threshold\*\* per calendar year under Foreign Exchange Notices. We hereby furnish the approval letter from BNM (Ref: \_\_\_\_\_) as supporting document.

	Name	Utilised Amount (RM)	Approved Amount (RM)
Entity 1			
Entity 2			
Entity 3			

\*The whole group of companies is considered as Domestic Ringgit Borrower if one/more companies within the group is/are Domestic Ringgit Borrower.

\*\* Pursuant to paragraph 4 (c), Part B of Notice 3 of Foreign Exchange Notices, a Resident Entity with Domestic Ringgit Borrowing is allowed to invest in Foreign Currency Asset up to RM50 million equivalent^ per calendar year using funds sourced from the aggregate of:

- (i) conversion of Ringgit into Foreign Currency;
- (ii) Trade FCA;
- (iii) a Borrowing in Foreign Currency from Licensed Onshore Bank (“LOB”) for purposes other than Direct Investment Abroad; and
- (iv) swapping of a ringgit-denominated financial asset in Malaysia for a financial asset in Labuan Entity or Outside Malaysia.

^computed in aggregate based on the **Resident Entity and other Resident Entity with parent-subsidiary relationship's** investment in Foreign Currency Asset.

## PART 3

### DECLARATION AND UNDERTAKING (Applicable to Individual and Entity)

I/We understand that under BNM's Foreign Exchange Notices,

1. RHB Investment Bank Berhad ("RHBIB") has the right to suspend my/our account from any further purchasing of financial assets denominated in currencies other than Ringgit Malaysia ("Investment") without the approval letter from BNM if my/our 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 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 or charge card 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 status of a Resident Entity—

- (a) the Resident Entity is deemed to have a Domestic Ringgit Borrowing when another Resident Entity with Parent-Subsidiary Relationship has a Domestic Ringgit Borrowing; and
  - (b) the following **shall not** be considered as Domestic Ringgit Borrowing—
    - (i) a Borrowing obtained from another Resident Entity with Parent-Subsidiary Relationship;
    - (ii) a Borrowing 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 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 the Bank;
- (b) Foreign Currency-denominated Financial Instrument or Islamic Financial Instrument offered in Malaysia by a Resident as approved in writing by the Bank 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. I/we 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 Notices and any amendments to the same from time to time with regard to any transaction or payments to or from my/our relevant Investment account(s);
- 7. In the event there are changes to the circumstances and/or details contained in this declaration and/or our undertaking herein, I/we undertake to update RHBIB of the changes immediately, failing which you may proceed to take any actions you deem fit without further reference to me/us;
- 8. I/we hereby declare that the information/declaration/undertaking provided in this form is true and correct.

**MANDATORY :**

Please provide the below documents to support the declaration in regard to BNM’s Foreign Exchange Notices:

**Individual/Partnership/Sole-proprietorship**

- 1. Please submit a photocopy of National Registration Identification Card (“NRIC”)(both sides) or passport or equivalent documents; and
- 2. Please submit a photocopy of equivalent document of country permanent resident status
- 3. A photocopy of business registration document (Partnership/Sole-proprietorship) or equivalent documents; or
- 4. A photocopy of approval from an authority in Malaysia (Partnership/Sole-proprietorship) or equivalent documents

**Entity**

- 1. A certified true copy of Certificate of Incorporation (Form 8,9,13) or equivalent documents; or
- 2. A photocopy of approval from an authority in Malaysia or equivalent documents

Signature of Client (Individual)/  
Authorized Signatory (Sole  
Proprietorship/Partnership/Entity)  
including Company Stamp : \_\_\_\_\_

Signature of Joint Holder (1)  
(If applicable) : \_\_\_\_\_

Name of Client /  
Authorised Signatory : \_\_\_\_\_

Name of Joint Holder : \_\_\_\_\_

NRIC/Passport No. of Client : \_\_\_\_\_

NRIC/Passport No. of Joint Holder : \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

**FOR OFFICE USE ONLY**

Client’s Trading  
Account No. : \_\_\_\_\_

CIF No. : \_\_\_\_\_

	Signature	Name	Designation	Date
Verified by (if applicable) :				
Approved by (if applicable) :				
Updated by :				

### RHB PRIVACY NOTICE

You understand that RHB Investment Bank Berhad ("RHB") will use, collect, record, store, share and/or process your personal information, including, without limitation, your contact details, background information, financial data, tax residency and other information relevant to your application for the product and / or service which

- (a) you have 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 your 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 you 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 / insurance risks / behaviour scoring / market and product analysis and market research;
- (v) communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and services, responding to inquiries and complaints and to generally resolve disputes;
- (vi) determining the amount of your indebtedness and recovering debt that you owe to RHB;
- (vii) maintaining your credit history for present and future reference;
- (viii) enabling an actual or proposed assignee of RHB, or participant or sub-participant of RHB to evaluate your 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 RHB's corporate events (including networking events, launching of products, etc) /contests, of which photographs / images of you may be captured and may be used for RHB's publications; or
- (xi) protecting RHB Banking Group's interests and other ancillary or related purposes.

You understand and acknowledge that it is necessary for RHB to process your personal information for the Purpose, without which RHB will not be able to provide the product/service that you have requested from RHB and to notify you about important changes or developments to the products/services. Where you have provided RHB with sensitive personal information (in particular, information consisting your physical/mental health for applications of insurance products/services), you hereby provide RHB with your express consent to process the same in the manner described in this Privacy Notice. You may exercise your options to cease receiving marketing materials (including cross-selling, marketing and promotions as described above) at any time by submitting a written and signed request through your respective Dealer's Representative/Futures Broker's Representative.

You understand that RHB may disclose your 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 RHB. You further understand that you may request for correction (if your personal information is inaccurate, outdated, incomplete, etc), access to (a prescribed fee may be charged), or deletion (if you no longer have any existing products/services with RHB Banking Group) of your personal information or limit the processing thereof at any time hereafter by submitting such request via post, email or fax to the following address:

**RHB Banking Group Customer Care Centre**  
**Level 7 Menara AA, Jalan Tun Razak, 50400 Kuala Lumpur**  
**Telephone number: 03 9206 8118**  
**Facsimile number: 03 9206 8088**  
**Email: [customer.service@rhbgroup.com](mailto:customer.service@rhbgroup.com)**

You 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 you may channel any complaints or inquiries you may have in the manner indicated above.

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

You understand that RHB is regulated by Bursa Malaysia, and that your 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 your personal information is provided to Bursa Malaysia, you 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>) would apply.

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

You understand that as a guarantor, RHB will process your personal information according to the Purpose described above and that you will have similar rights to access and correct your personal information as described above.

**ACKNOWLEDGEMENT AND CONSENT**

By providing your personal information and signature, you consent to RHB processing your personal information for any necessary disclosures and overseas transfers of your personal information to relevant third parties, for the Purpose, if applicable.

You agree to the disclosure and/or transfer of your 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 your personal information for the Purpose, if applicable.

You also represent and warrant that you have 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 you have disclosed to RHB to allow RHB 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 RHB's corporate customer(s), if any]***

As the authorized signatory(s)/contact person(s) of RHB's corporate customer, you understand that personal information of the directors, individual shareholders, employees, other authorized signatories, individual guarantors, individual security providers, suppliers/vendors and/or related parties etc, may be collected and processed by RHB for the purpose of the commercial transactions between the corporate customer and RHB. You represent and warrant that you are entitled to provide the said personal information to RHB and/or the appropriate consent have been obtained to allow RHB 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 Accountholder(s), if any]***

If you are providing consent as parent / legal guardian / next-of-kin / authorized representative of a junior applicant, you understand that the personal information of the junior applicant will be processed by RHB for the Purpose described above.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Date : \_\_\_\_\_

**NOTIS PRIVASI RHB**

Anda faham bahawa RHB Investment Bank Berhad ("**RHB**") akan menggunakan, mengumpul, merekod, menyimpan, berkongsi dan/atau memproses maklumat peribadi anda, termasuk, tanpa had, butir-butir pengenalan anda, maklumat latar belakang, data kewangan, penduduk cukai dan maklumat lain yang berkaitan dengan permohonan anda untuk produk dan / atau perkhidmatan yang

- a) telah anda berikan di dalam borang ini atau melalui sebarang perhubungan lain dengan Kumpulan Perbankan RHB (termasuk syarikat induk, syarikat-syarikat subsidiari, dan mana-mana syarikat yang berkenaan, termasuk mana-mana syarikat yang terhasil daripada mana-mana penyusunan semula, penggabungan, jualan atau pengambilalihan) atau
- b) diperolehi daripada analisis pembayaran anda dan urusan/perkhidmatan yang lain dalam Kumpulan Perbankan RHB, atau
- c) diperolehi daripada pihak ketiga seperti majikan, pemohon bersama/pemegang-pemegang akaun, penjamin-penjamin, wakil-wakil perundangan, persatuan-persatuan berkaitan industri/kewangan, pihak-pihak berkuasa kerajaan, biro-biro kredit atau agensi-agensi pelaporan kredit, penjual-penjual, rangkaian-rangkaian sosial dan agensi-agensi pencegahan penipuan atau organisasi-organisasi lain,

untuk mana-mana dan/atau semua tujuan-tujuan yang berikut ("**Tujuan**"), jika berkaitan:

- (i) menyediakan produk dan/atau perkhidmatan ini dan memaklumkan anda tentang sebarang perubahan penting atau perkembangan tentang ciri-ciri produk dan/atau perkhidmatan tersebut;
- (ii) mengemaskini dan menguruskan ketepatan rekod Kumpulan Perbankan RHB;
- (iii) pencegahan, pengesanan atau pendakwaan jenayah, dan pematuhan obligasi-obligasi perundangan dan peraturan;
- (iv) penilaian dan analisis termasuk pemarkahan kredit / pinjaman / risiko insurans / kelakuan, analisis pasaran dan produk dan penyelidikan pasaran;
- (v) perhubungan dan memastikan kepuasan pelanggan, yang mungkin termasuk menjalankan kajian-kajian meningkatkan kualiti produk-produk dan perkhidmatan-perkhidmatan kami, membalas kepada pertanyaan dan aduan serta untuk menyelesaikan percanggahan secara umumnya;
- (vi) menentukan jumlah hutang anda dan pemungutan hutang yang anda berhutang kepada RHB;
- (vii) mengekalkan sejarah kredit anda untuk rujukan semasa dan akan datang;
- (viii) membolehkan pemegang serah hak sebenar atau yang dicadangkan oleh RHB, atau peserta atau sub peserta RHB untuk menilai urusan niaga anda yang bertujuan untuk menjadi subjek penyerahhak, penyertaan atau sub penyertaan;
- (ix) penjualan silang, pemasaran dan promosi produk dan/atau perkhidmatan Kumpulan Perbankan RHB dan rakan-rakan kongsi strategik;
- (x) bagi acara-acara korporat RHB (termasuk acara rangkaian, pelancaran produk, dan lain-lain) / pertandingan, di mana gambar / imej anda mungkin akan ditangkap dan boleh digunakan untuk penerbitan RHB; atau
- (xi) melindungi kepentingan Kumpulan Perbankan RHB dan tujuan sampingan atau tujuan lain yang berkenaan.

Anda faham dan mengakui bahawa RHB perlu memproses maklumat peribadi anda untuk Tujuan tersebut, tanpanya RHB tidak akan dapat menyediakan produk/perkhidmatan yang anda minta daripada RHB dan untuk memaklumkan anda tentang sebarang perubahan penting atau perkembangan tentang produk/perkhidmatan tersebut. Di mana anda telah memberi RHB maklumat peribadi sensitif (khususnya, maklumat tentang kesihatan fizikal / mental anda untuk permohonan bagi produk insurans / perkhidmatan), anda dengan ini memberikan RHB persetujuan nyata anda untuk memproses mengikut cara yang dinyatakan dalam Notis Privasi ini. Anda boleh menjalankan pilihan anda untuk tidak menerima bahan-bahan pemasaran (termasuk penjualan silang, pemasaran dan promosi seperti yang dinyatakan di atas) pada bila-bila masa dengan menyerahkan permohonan anda melalui Wakil Niaga/Wakil Niaga Hadapan anda secara bertulis besertakan tandatangan.

Anda faham bahawa RHB mungkin akan mendedahkan maklumat peribadi anda (atau maklumat peribadi sensitif, jika berkenaan) kepada syarikat-syarikat lain di dalam Kumpulan Perbankan RHB, penyedia-penyedia perkhidmatan, peniaga-peniaga dan rakan-rakan kongsi strategik, pembekal-pembekal termasuk agensi-agensi pemungutan hutang, penasihat-penasihat profesional, persatuan-persatuan berkaitan industri/kewangan, biro-biro kredit atau agensi-agensi pelaporan kredit dan pencegahan penipuan, agensi-agensi kerajaan, institusi-institusi kewangan yang lain dan mana-mana ejen, pekerja, dan/atau mana-mana orang mereka, sama ada bertempat di dalam atau di luar Malaysia untuk Tujuan tersebut, jika berkenaan, tertakluk pada setiap masa kepada mana-mana undang-undang (termasuk peraturan-peraturan, piawaian, garis panduan dan / atau obligasi) yang terpakai kepada RHB.

Anda juga faham bahawa anda boleh meminta untuk membuat pembetulan (jika maklumat peribadi anda adalah tidak tepat, ketinggalan zaman, tidak lengkap, dan lain-lain), akses kepada (fi yang ditetapkan mungkin dikenakan), atau untuk menghapuskan (jika anda tidak lagi mempunyai apa-apa produk/perkhidmatan yang sedia ada dengan Kumpulan Perbankan RHB) ke atas maklumat peribadi anda atau mengehadakan pemrosesan itu pada bila-bila masa selepas ini dengan mengemukakan permintaan tersebut melalui pos, e-mel atau faks kepada alamat berikut:

**RHB Banking Group Customer Care Centre**  
**Level 7 Menara AA, Jalan Tun Razak, 50400 Kuala Lumpur**  
**Telephone number: 03 9206 8118**  
**Facsimile number: 03 9206 8088**  
**Email: [customer.service@rhbgroup.com](mailto:customer.service@rhbgroup.com)** RHB Banking Group Customer Care Centre

Anda mengakui bahawa Kumpulan Perbankan RHB boleh mengubahsuai atau mengemas kini Notis Privasi ini dari masa ke semasa, di mana salinannya boleh didapati di [www.rhbgroup.com](http://www.rhbgroup.com) dan anda boleh menyalurkan sebarang aduan atau pertanyaan yang anda mungkin ada dengan cara yang ditunjukkan di atas.

**[Perenggan ini hanya terpakai kepada pelanggan-pelanggan RHB Investment Bank Berhad sahaja, jika ada]**

Anda faham bahawa RHB dikawal oleh Bursa Malaysia, dan data peribadi anda mungkin didedahkan kepada mana-mana entiti Bursa yang berkaitan (di mana akan merangkumi Bursa Malaysia Berhad, Bursa Malaysia Securities Berhad, Bursa Malaysia Securities Clearing Sdn Bhd, Bursa Malaysia Depository Sdn Bhd, Bursa Malaysia Derivatives Clearing Berhad, atau Bursa Malaysia Derivatives Berhad) (secara kolektif, "**Bursa Malaysia**") untuk tujuan perundangan, peraturan dan pentadbiran, jika berkenaan. Di mana data peribadi anda didedahkan kepada Bursa Malaysia, anda faham bahawa amalan perlindungan data peribadi Bursa Malaysia seperti yang dinyatakan dalam Notis Data Peribadi Bursa, (boleh didapati di <http://www.bursamalaysia.com/personal-data-notice>) akan terpakai.

**[Perenggan ini hanya terpakai kepada penjamin-penjamin individu, jika ada]**

Anda faham bahawa sebagai penjamin, RHB akan memproses maklumat peribadi anda mengikut Tujuan yang dinyatakan di atas dan anda akan mempunyai hak-hak yang sama untuk mengakses dan membetulkan maklumat peribadi anda seperti yang dinyatakan di atas.

**PENGIKTIRAFAN DAN KEBENARAN**

Dengan memberikan maklumat peribadi anda beserta tandatangan, anda mengizinkan RHB memproses maklumat peribadi anda untuk mana-mana pendedahan yang diperlukan dan pemindahan maklumat peribadi anda ke luar negara kepada pihak ketiga yang berkaitan, jika berkenaan.

Anda bersetuju dengan pendedahan dan/atau pemindahan maklumat peribadi anda kepada pihak ketiga yang berkaitan akibat daripada apa-apa penyusunan semula, penjualan atau pengambilalihan mana-mana syarikat dalam Kumpulan Perbankan RHB, dengan syarat bahawa penerima menggunakan maklumat peribadi anda untuk Tujuan tersebut sahaja.

Anda juga menyatakan dan menjamin bahawa anda telah cukup memperoleh persetujuan individu-individu pihak ketiga (contohnya keluarga, pasangan, pihak-pihak berkaitan, pemegang kad tambahan dan/atau orang hubungan kecemasan, lain-lain) di mana maklumat peribadi mereka telah anda dedahkan kepada RHB untuk membenarkan RHB membuat pemrosesan yang sama berhubung dengan Tujuan, jika berkenaan.

**[Perenggan ini hanya terpakai kepada penandatanganan yang diberi kuasa/orang yang boleh dihubungi daripada pelanggan-pelanggan korporat RHB, jika ada]**

Sebagai penandatanganan yang diberi kuasa/orang yang boleh dihubungi daripada pelanggan korporat RHB, anda memahami bahawa maklumat peribadi pengarah-pengarah, pemegang-pemegang saham individu, pekerja-pekerja, penandatanganan lain yang diberi kuasa, penjamin individu, penyedia keselamatan individu, pembekal-pembekal dan/atau pihak-pihak berkaitan dan lain-lain, boleh dikumpul dan diproses oleh RHB untuk tujuan transaksi komersial antara pelanggan-pelanggan korporat dan RHB. Anda menyatakan dan menjamin bahawa anda berhak untuk memberikan maklumat peribadi tersebut kepada RHB dan / atau persetujuan yang sesuai telah diperolehi untuk membolehkan RHB memproses maklumat peribadi untuk tujuan tersebut.

**[Perenggan ini hanya terpakai kepada ibu bapa/penjaga undang-undang/waris/wakil bagi pemegang-pemegang Akaun Junior, jika ada]**

Jika anda memberikan persetujuan sebagai ibu bapa/penjaga undang-undang/waris/wakil bagi pemohon kanak-kanak, anda faham bahawa maklumat peribadinya akan diproses oleh RHB untuk Tujuan yang dinyatakan di atas.

Tandatangan : \_\_\_\_\_

Nama : \_\_\_\_\_

Tarikh : \_\_\_\_\_



## Dear RHB Customer

Thank you for choosing RHB.

As part of RHB's commitment to being fully Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS) compliant, we are required to document our customers' tax information. Therefore, RHB customers are required to submit the relevant self-certification form, if applicable. If you are a tax resident outside the country where your account is held, we are obliged to share your tax residency and other information relating to your accounts with the local tax authority where applicable and they may exchange this information with tax authorities of another jurisdiction or jurisdictions pursuant to intergovernmental agreements to exchange financial account information.

### What is required of me?

Customers are required to provide RHB with their FATCA and CRS status by completing this Individual Self-Certification Form.

As an **individual account holder / sole proprietor / sole trader**, please fill in:

- Individual Self-Certification form (one for each Joint account holder)

If you are a **controlling person** of an entity, do not complete this form. Instead, please complete a Controlling Person Self-Certification Form.

If you are filling in this form on behalf of someone else, please tell us in what capacity you are signing the form. For example, you may be completing the form under a power of attorney.

### What does this mean for me?

By returning this form to us, you are deemed to have provided your consent for RHB to process and store the data contained within the documentations on RHB internal systems. You may also refer to the Definitions and Interpretation for a summary of terms used in this form.

If you have any questions about this form or these instructions please visit: [www.rhbgroup.com](http://www.rhbgroup.com), visit a branch or call us.

This form will remain valid unless there is a change in circumstances relating to information, such as the account holder's tax status or other mandatory field information that makes this form incorrect or incomplete. In that case you must notify us and provide an updated self-certification.

As a financial institution, we are not allowed to give tax advice. Your tax adviser may be able to assist you in answering specific questions on this form.

## Definitions and Interpretation

**“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 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 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”** are the natural person(s) who exercise control over an entity. Where that entity is treated as a Passive Non-Financial Entity (“Passive NFE”) then a Financial Institution is required to determine whether or not these Controlling Persons are Reportable Persons. This definition corresponds to the term “beneficial owner” described in Recommendation 10 and the Interpretative Note on Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012).

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 (including through a chain of control or





## Definitions and Interpretation

ownership). Under the CRS the settlor(s), the trustee(s), the protector(s) (if any), and the beneficiary(ies) or class(es) of beneficiaries, are always treated as Controlling Persons of a trust, regardless of whether or not any of them exercises control over the activities of the trust.

Where the settlor(s) of a trust is an Entity then the CRS requires Financial Institutions to also identify the Controlling Persons of the settlor(s) and when required report them as Controlling Persons of the trust.

In the case of a legal arrangement other than a trust, Controlling Person(s) means persons in equivalent or similar positions.

“**Common Reporting Standard (CRS)**” 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, 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 a corporation, organisation, partnership, trust 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 Contracts; and Annuity Contracts as defined in FATCA and CRS regulations.

“**Foreign Account Tax Compliance Act (FATCA)**” which was passed as part of the Hiring Incentives to Restore Employment (HIRE) Act, generally requires that foreign financial Institutions and certain other non-financial foreign entities report on the foreign assets held by their U.S. account holders or be subject to withholding on withholdable payments. The HIRE Act also contained legislation requiring U.S. 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**” 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 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 Group may reasonably require regarding each of its substantial shareholders and controlling persons.

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

“**RHB**” means RHB Bank Berhad, RHB Islamic Bank Berhad, RHB Investment Bank Bhd, RHB Asset Management Sdn. Bhd., RHB International Islamic Asset Management Berhad, RHB Bank (L) Ltd., and its respective affiliates, holding/subsidiaries, related companies and successors and assigns, where applicable.

“**Tax Information**” 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 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 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**” 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/crs-implementation-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.



**INDIVIDUAL SELF-CERTIFICATION FORM**

**Section 1: Identification of Account Holder**

(Please complete Sections 1-4 in BLOCK CAPITALS)

**I am an individual**

Title ..... Date of Birth (DD/MM/YYYY) .....

First Name ..... NRIC/Passport Number .....

Last Name ..... Nationality .....

Residential/Registered/Permanent Address .....

.....

Town or City ..... Country .....

**I am a sole proprietor or sole trader**

Registered Entity Name .....

Business Registration No. ....

Registered Address (as per Business License) .....

.....

Town or City ..... Country .....

**Section 2: Declaration of Tax Residency (other than U.S.)**

Please tick one option and complete as appropriate:

- (a)  I confirm that I am a tax resident in Malaysia and do not have any foreign tax residency and/or foreign indicia.
- (b)  I confirm that I am a tax resident of the following countries:  
Please provide the tax residency information in the following table. If exceed three countries, please use a separate sheet

Country of Tax Residency	Taxpayer ID No. (TIN)	If no TIN, tick one of the reasons
		<input type="checkbox"/> A Country does not issue TIN <input type="checkbox"/> B Country does not require the collection of TIN <input type="checkbox"/> C Others – circle where applicable TIN application in progress   not required to register tax file   housewife   househusband   minor   student   retiree   foreign diplomat in embassy
		<input type="checkbox"/> A Country does not issue TIN <input type="checkbox"/> B Country does not require the collection of TIN <input type="checkbox"/> C Others – circle where applicable TIN application in progress   not required to register tax file   housewife   househusband   minor   student   retiree   foreign diplomat in embassy
		<input type="checkbox"/> A Country does not issue TIN <input type="checkbox"/> B Country does not require the collection of TIN <input type="checkbox"/> C Others – circle where applicable



Country of Tax Residency	Taxpayer ID No. (TIN)	If no TIN, tick one of the reasons
		TIN application in progress   not required to register tax file   housewife   househusband   minor   student   retiree   foreign diplomat in embassy

**Section 3: Declaration of U.S. Citizenship or U.S. Residence for Tax purposes**

Please tick one option and complete as appropriate.

- (a)  I confirm that **I am** a U.S. citizen and/or resident in the U.S. for tax purposes (i.e. green card holder or resident under the substantial presence test).

U.S. Federal TIN	Type
	<input type="checkbox"/> SSN Social Security Number: U.S. individuals
	<input type="checkbox"/> ITIN Individual Taxpayer Identification Number: Resident Alien and do not have/not eligible to get an SSN
	<input type="checkbox"/> EIN Employer Identification Number

- (b)  I confirm that I was born in the U.S. (or a U.S. territory) but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the attached documents.
- (c)  I confirm that **I am not** a U.S. citizen or resident in the U.S. for tax purposes.

**Section 4: Declaration and Undertaking**

I understand that the information supplied by me is subject to the **RHB Terms and Conditions**, which has been made available to me.

I acknowledge that the information contained in this form and information regarding my account(s) with you may be provided to IRBM and they may exchange this information with tax authorities of other countries pursuant to intergovernmental agreements to exchange financial account information.

**I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.**

I undertake to advise you within 30 days of any change in circumstances which affects the tax residency status of the Individual or Registered Entity named in Section 1 of this form or causes the information contained herein to become incorrect or incomplete, and to provide you with a suitably updated self-certification and declaration within 90 days of such change in circumstances.

Signature .....

Name .....

NRIC/Passport Number.....

Date (DD/MM/YYYY) .....

- I certify that I am an authorised representative for the Individual or Registered Entity documented in the present form