







**C) FOR CORPORATE ONLY**

Start-up Company (less than 3 years in operation)  Yes  No

Website Address

- Nature of Business (MSIC)<sup>7</sup>
- Construction
  - Mining and Quarrying
  - Human Health and Social Work Activities
  - Agriculture, Forestry and Fishing
  - Financial and Insurance / Takaful Activities
  - Administrative and Support Service Activities
  - Professional, Scientific and Technical Activities
  - Accommodation and Food Service Activities
  - Public Administration and Defence; Compulsory Social Security
  - 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
  - Education
  - Manufacturing
  - Transportation and Storage
  - Real Estate Activities
  - Arts, Entertainment and Recreation
  - Information and Communication
  - Other Service Activities
  - Electricity, Gas, Steam and Air Conditioning Supply
  - Activities of Extraterritorial Organizations and Bodies

Please specify detail MSIC<sup>7</sup> Code\*

- Type of Organisation
- Sole Proprietor<sup>8</sup>
  - Partnership<sup>8</sup>
  - Others, please specify \_\_\_\_\_
  - Public Company
  - Private Company
  - Government / Government Link Agency / Company
  - Society / Association

- Nature of Ownership
- Domestic Banking Institution (Commercial Banks / Islamic Banks / Investment Bank)
  - Domestic Non-Bank Financial Institution
  - Bumiputra Controlled SME (Micro / Small / Medium)
  - Non-Bumiputra Controlled SME (Micro / Small / Medium)
  - Government Controlled SME (Micro / Small / Medium)
  - Government (Federal / State / Local / Statutory)
  - Foreign Banking Institution
  - Stockbroking Companies (Subsidiary / Associate / Other)
  - Foreign Non-Bank Entities
  - Others, please specify \_\_\_\_\_

Authorised Share Capital (RM) 



 Issued and Paid Up (RM)

Total Net Assets (RM) 



 Total Borrowings/Financing (RM)

(Based on last audited account) Revenue (RM)

- Source of Funds for Trading / Investment  Banking Facilities  Internal Funds  Client's Funds  Others, please specify \_\_\_\_\_

**Note:-**

7. MSIC = Malaysia Standard Industry Code

8. Not applicable to Equities

\* Please refer to Dealer's Representative for assistance to complete the necessary

**D) INVESTMENT / TRADING OBJECTIVES AND PROFILE**

- 1) Investment / Trading Objectives  Long Term  Medium Term  Short Term

- 2) Investment / Trading Experience (a) In Equities 



 Years

## E) RELATED PARTIES

1. Are you related to any staff / director / DR of RHBIB?

Yes (Kindly provide information below#)

No

Name of Related Staff / Director / DR

Relationship

i. \_\_\_\_\_  
 ii. \_\_\_\_\_  
 iii. \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Do any related persons / corporations maintain accounts with RHBIB?

Yes (Kindly provide information below#)

No

(Accounts include individual account, joint account and/or corporate account. Related persons include spouse, children, partner, partner's spouse, partner's children, related or associated corporation where you or your spouse or your children or partner or partner's spouse and children have direct or indirect equity holdings of more than 20% and person acting in concert with such related / single persons. Corporations are deemed related where a corporation is the holding company or subsidiary of another corporation or is a subsidiary of the holding company of another corporation. Person acting in concert with such related / single persons is deemed related when a person has entered into an agreement or arrangement for control purpose to (i) jointly acquire interest in shares of corporation for control purpose; (ii) jointly exercise control over corporation by means of interest in shares already held.)

Name of Related Person / Corporation

Relationship

Trading Account No.

i. \_\_\_\_\_  
 ii. \_\_\_\_\_  
 iii. \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Are you a guarantor for any account held in RHBIB or other subsidiaries of RHB Bank Berhad?

Yes (Kindly provide information below#)

No

Name of Company

Account No.

i. \_\_\_\_\_  
 ii. \_\_\_\_\_  
 iii. \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Any individual or company that has 15% or more financial interest in your company or anyone guaranteeing this account? (Applicable only to Corporate Clients)

Yes (Kindly provide information below#)

No

Name

Relationship

i. \_\_\_\_\_  
 ii. \_\_\_\_\_  
 iii. \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Will you be authorising any person to place order(s) on your behalf?

Yes (Kindly request a sample Letter of Authorisation for completion)

No

6. Do you maintain any trading accounts with other brokers?

Yes (Please state broker's name, type of account and trading limit below)

No

Name of Broker

Type of Account

Trading Limit

i. \_\_\_\_\_  
 ii. \_\_\_\_\_  
 iii. \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. Are you an insider of company listed in any stock exchange?

(Insider is define as a person holding any position / identity of a director, supervisor, officer, shareholder holding 10% and above shares of company listed in any stock exchanges. I undertake to notify RHBIB in event of any changes of my position / identity.)

Country

Company Name

Stock Code

Position / Identity in the Company

i. \_\_\_\_\_  
 ii. \_\_\_\_\_  
 iii. \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# Please attach details in separate sheet if the space provided is insufficient.

## F) AUTOMATED TRUST PAYMENT ("ATP")

I/We hereby:-

- Instruct RHBIB to pay into my/our trust account in RHBIB all net sales proceeds and contra gains due to me/us after deducting all outstanding charges, contra losses, etc. arising from transactions effected through the above Trading Account.
- Agree that the instruction shall continue to be in force until I/we expressly revoke the same by executing the Revocation Form or authorise my/our Dealer's Representative to revoke the same service on my/our behalf. However, RHBIB may in its absolute discretion terminate the ATP service at any time and without assigning any reason(s).
- Authorise my/our Dealer's Representative to give instructions to RHBIB on my/our behalf to revoke this ATP service at any time after my/our activation hereof and it shall be valid and binding on me/us without RHBIB having to first consult or confirm with me/us.
- Authorise my/our Dealer's Representative to execute on my/our 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/us directly.
- Declare that the information and particulars provided by me/us as stated in the application form are true and correct and undertake to immediately inform you of any change in the particulars.
- 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.
- Instruct RHBIB to pay into my/our designated bank account as stated in the application form any trust withdrawal arising from transactions effected through the Trading Account.
- Authorise my/our Dealer's Representative to execute on my/our behalf, from time to time but without revoking this service, request to RHBIB for the payment of trust withdrawal proceeds to be issued to me/us via alternative modes.
- Agree that in the event the payment into my/our designated bank account cannot be effected due to unforeseen circumstances, RHBIB may credit the payment into my/our Trust account without RHBIB having to first consult or confirm with me/us.
- Agree that you may act on the faxed copy or the scanned copy sent to the fax number or the email address as informed by you from time to time.
- I/We hereby request standing instruction for any subsequent Trust Withdrawal to be credited to the following bank account.

### Malaysia Ringgit Account

Bank Account No.	<input type="text"/>
Bank Name	<input type="text"/>
Account Name	<input type="text"/>
Account Type <sup>9</sup>	<input type="checkbox"/> Savings Account <input type="checkbox"/> Current Account <input type="checkbox"/> Joint Account

In consideration of the abovementioned authorisation and instruction, I/we 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 I/we revoke the defaulted ATP mode of payment instruction, I/we shall opt for Electronic Share Payment by submitting a new authorisation and instruction form.

**Note:-**

- To provide the designated bank account's statement/bank book or any supporting document with indications of the bank details printed out by the bank are required.

## G) DELIVERY OF TRADE NOTIFICATION / CONTRACT NOTES / STATEMENTS/ CORRESPONDENCE NOTIFICATION

Type of Products	Contract Notes / Monthly Statements (please tick one (1) only for each product)		
	Web <sup>10</sup>	Email	Physical/Hardcopy <sup>11</sup>
Equities Trading Account	<input type="checkbox"/>	<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.

## H) DAY TRADING ACTIVITIES ("DTA")

Do you want to sign up for DTA?	<input type="checkbox"/> Yes (Equities Trading - Normal Acct)	<input type="checkbox"/> No
(If yes, kindly complete the information below)		
Proposed Contra Sequence <sup>12</sup>	<input type="checkbox"/> Normal	<input type="checkbox"/> Normal with Discretionary Financing (DF)
(For Equity Trading - Normal Account ONLY)	<input type="checkbox"/> ≥ T3, T, T2, T1 <input type="checkbox"/> ≥ T3, T2, T, T1 <input type="checkbox"/> ≥ T3, T2, T1, T	<input type="checkbox"/> ≥ T8, T, T7, T6, T5, T4, T3, T2, T1 <input type="checkbox"/> ≥ T8, T7, T, T6, T5, T4, T3, T2, T1

**Note:-**

- DTA Brokerage is applicable for contra on T Day only

## I) PAYMENT ADVICE

**Note:-**

Please enclose a photocopy of the designated bank account's statement/bank book or any supporting documents with indication of the bank details printed out by the bank which is required to activate the e-Payment facility if your e-Payment bank account details is differ from your e-Dividend bank account details.

### Cheques / Cash

All cheques for payments are to be made payable to **RHB INVESTMENT BANK BERHAD** only. Please indicate your full name / company name, NRIC No. / Company Registration No., trading account number and contract number(s) on the reverse side of the cheque. If payment by cash, the allowable amount accepted is to be at RHBIB's discretion as per RHBIB's policy and procedure.

### Direct Deposit

If payment is to be made through direct deposit, kindly deposit the cash / cheque to our respective accounts maintained with any agent banks and furnish the deposit slip or credit advice to RHBIB.

### Electronic Transfer

If payment is to be made through electronic payment transfer, kindly instruct your bank to transfer the funds to our respective accounts maintained with Bank Negara Malaysia or other agent banks, details of which shall be advised upon confirmation of transaction.

## DECLARATION, ACKNOWLEDGEMENT AND AUTHORISATION

### A) FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") AND COMMON REPORTING STANDARD ("CRS")

#### i) INDIVIDUAL SELF-CERTIFICATION

##### Section 1: 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 TIN application in progress   not required to register tax file   housewife   househusband   minor   student   retiree   foreign diplomat in embassy

##### Section 2: 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.

#### ii) ENTITY SELF-CERTIFICATION

##### Section 1: Declaration of Tax Residency

Please provide the tax residency information in the following table:

*If the Account Holder is not tax resident in any country/jurisdiction (e.g., because it is fiscally transparent), please indicate that on line 1 and provide its place of effective management or jurisdiction in which its principal office is located. If the Account Holder is tax resident in more than three countries/jurisdictions, 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
		<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
		<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





## ii) ENTITY SELF-CERTIFICATION (Continued)

3C. Non-Financial Institution (Select where applicable)		FATCA Status	CRS Status
<input type="checkbox"/>	Active Business	Active NFFE	Active NFE
<input type="checkbox"/>	Holding Company of Nonfinancial Groups	Active NFFE – Excepted Nonfinancial Group Entity	Active NFE (Others) – Holding NFE of Nonfinancial group
<input type="checkbox"/>	Start-up Company	Active NFFE – Excepted Nonfinancial Start-Up Company	Active NFE (Others) – Start-up NFE
<input type="checkbox"/>	Liquidating or Emerging from Bankruptcy Company	Active NFFE – Excepted nonfinancial entity in liquidation or bankruptcy	Active NFE (Others) – Liquidating or emerging from bankruptcy
<input type="checkbox"/>	Treasury / Financing Centre of Corporate Group	Active NFFE – Excepted Nonfinancial Group Entity	Active NFE (Others) – Treasury/Financial Centre of non-financial group
<input type="checkbox"/>	Charity/ Non-profit Organisation	Active NFFE – Non-profit Organisation	Active NFE (Others) – Non-profit NFE
<input type="checkbox"/>	Passive Investment Entity derives more than 50% of its gross income (for the previous calendar year) from passive income such as investments, dividends, interests/profits, rents or royalties  <i>Please also complete Controlling Person Self-Certification Form for each Controlling Persons</i>	Passive NFFE	Passive NFE
<input type="checkbox"/>	If your FATCA classification is none of the above, kindly complete and submit the appropriate <b>IRS Form W-8</b>		

## Section 4: Declaration and Undertaking

1. I/We understand that the information supplied by me/us is subject to the **FATCA & CRS Terms and Conditions**, which has been made available to me/us.
2. I/We acknowledge that the information contained in this form and information regarding my/our 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.
3. I/We declare that all statements made in this declaration are, to the best of my/our knowledge and belief, correct and complete.
4. I/We 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.

## B) FORM OF DISCLOSURE BY CLIENTS OF PARTICIPATING ORGANISATION Rule 5.15 (8) of RULES OF BURSA MALAYSIA SECURITIES BERHAD

I/We do solemnly declare that the dealings in securities in respect of my/our Equities Trading Account are to be carried out:-

- For me/us as principal.
- For and on behalf of another person (applicable only to Executors / Administrators / Trust Foundation).

**Note:** Bursa Securities takes a serious view of any misrepresentation arising from the making of an erroneous disclosure or not making a disclosure at all.

## C) DECLARATION AND UNDERTAKING ON RESIDENTIAL AND DOMESTIC BORROWING/FINANCING

### PART 1

#### DECLARATION AND UNDERTAKING ON RESIDENTIAL AND DOMESTIC BORROWING/FINANCING STATUS - FOREIGN EXCHANGE ADMINISTRATION RULES (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), and Part 3.

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

If you are a sole-proprietorship/partnership, please proceed to Part 1(a)(ii), (c), 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 Administration Rules 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 Administration Rules 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 Administration Rules 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, I/ we hereby declare that pursuant to Foreign Exchange Administration Rules issued by Bank Negara Malaysia (“BNM”) and Financial Services Act 2013/Islamic Financial Services Act 2013, I/we am/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, I/we hereby declare that pursuant to Foreign Exchange Administration Rules issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, I/we am/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, I/we hereby declare that pursuant to Foreign Exchange Administration Rules issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, I/we am/are a Non-Malaysia resident.

## C) DECLARATION AND UNDERTAKING ON RESIDENTIAL AND DOMESTIC BORROWING/FINANCING (Continued)

### PART 1

#### DECLARATION AND UNDERTAKING ON RESIDENTIAL AND DOMESTIC BORROWING/FINANCING STATUS - FOREIGN EXCHANGE ADMINISTRATION RULES (Applicable to Resident and Non-Resident Individual, Sole Proprietorship and Partnership) (Continued)

##### 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 Administration 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 Administration Rules 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 Administration Rules issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, I/we am/are a Malaysia resident(s).

##### c. Domestic Borrowing/Financing (Applicable to Malaysia Resident only)

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

*\*RM 1 million for individual/sole-proprietorship/partnership under Foreign Exchange Administration Rules unless approval is obtained from BNM, and it is subject to change based on BNM updates on the Foreign Exchange Administration Rules.*

- I/We DO NOT have domestic Ringgit borrowing/financing.
- I/We have domestic Ringgit borrowing/financing, and my/our aggregated investment abroad and investment in Foreign Currency Asset onshore is/are within the stipulated threshold\* per calendar year under Foreign Exchange Administration Rules.

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

- I/We have domestic Ringgit borrowing/financing, and my/our aggregated investment abroad and investment in Foreign Currency Asset onshore have exceeded the stipulated threshold\* per calendar year under Foreign Exchange Administration Rules. 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			

### PART 2

#### DECLARATION AND UNDERTAKING ON RESIDENTIAL AND DOMESTIC BORROWING/FINANCING STATUS - FOREIGN EXCHANGE ADMINISTRATION RULES (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) and (b).

##### 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 Administration Rules 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 Administration Rules 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 Administration Rules issued by BNM and Financial Services Act 2013/Islamic Financial Services Act 2013, we are a Non-Malaysia resident.

##### b. Domestic Borrowing/Financing (Applicable to Malaysia Resident only)

*\*The whole group of companies is considered as domestic Ringgit borrower/funded if one/more companies within the group is/are domestic Ringgit borrower/funded.*

*\*\*RM 50 million for the whole group of companies under Foreign Exchange Administration Rules unless approval is obtained from BNM, and it is subject to change based on BNM updates on the Foreign Exchange Administration Rules.*

- We DO NOT have domestic Ringgit borrowing/financing.
- We have domestic Ringgit borrowing/financing\*, and our aggregated investment abroad and investment in Foreign Currency Asset onshore is/are within the stipulated threshold\*\* per calendar year under Foreign Exchange Administration Rules.

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

- We have domestic Ringgit borrowing/financing\*, and our aggregated investment abroad and investment in Foreign Currency Asset onshore have exceeded the stipulated threshold\*\* per calendar year under Foreign Exchange Administration Rules. 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			

### PART 3

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

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

1. 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;
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 credit facility, financing facility, 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 all types of good or services;
  - Forward contract with a licensed onshore bank excluding a contract that involves the exchanging or swapping of Ringgit or foreign currency debt obligation with another foreign currency debt obligation or the exchanging or swapping of foreign currency debt obligation with a Ringgit debt obligation;
  - Performance guarantee or financial guarantee;
  - 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 and charge card facility obtained by a resident individual from a resident.

'Domestic Ringgit borrowing/financing' above shall also exclude the borrowing/financing in Ringgit of a resident entity from another resident entity within its group of entities with parent-subsidiary relationship.
5. 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 Administration Rules and any amendments from time to time with regard to or from my/our relevant Investment account(s);
6. In the event there are changes to the circumstances and/or details contained in this declaration and undertaking, 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;
7. I/We hereby declare that the information given in this form is true and correct.

#### D) PRIVACY NOTICE FOR INDIVIDUAL CLIENT / GUARANTOR / AUTHORISED SIGNATORY / CONTACT PERSON OF CORPORATE CLIENT

I understand that RHBIB will use, collect, record, store, share and/or process my personal information, including, without limitation, my contact details, background information, financial data, tax residency and other information relevant to my application for the product and/or service which

- (a) I have provided in this form or through any other contact with RHB Banking Group (which shall include RHB's holding company(s), 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 my 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 me 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 RHB's products and services, responding to inquiries and complaints and to generally resolve disputes;
- (vi) determining the amount of my indebtedness and recovering debt that I owe to RHBIB;
- (vii) maintaining my 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 my 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 me may be captured and may be used for RHB's publications;
- (xi) protecting RHB Banking Group's interests; or
- (xii) all other purposes which are ancillary to or related with any of the above.

I understand and acknowledge that it is necessary for RHBIB to process my personal information for the Purpose, without which RHBIB will not be able to provide the product/service that I have requested from RHBIB and to notify me about important changes or developments to the products/services. Where I have provided RHBIB with sensitive personal information (in particular, information consisting my physical/mental health for applications of insurance/takaful products/services), I hereby provide RHBIB with my express consent to process the same in the manner described in this Privacy Notice. I may exercise my options in respect of receiving marketing materials (including cross-selling, marketing and promotions as described above) at any time by providing RHB in writing and duly signed for your request to remove from receiving marketing materials (including cross-selling, marketing and promotions described above).

I understand that RHBIB may disclose my 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.

I further understand that I may request for correction (if my personal information is inaccurate, outdated, incomplete, etc), access to (a prescribed fee may be charged), or deletion (if I no longer have any existing products/services with RHB Banking Group) of my 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, Malaysia.**

**Facsimile number: 03 9206 8088 / Telephone number: 03 9206 8118 / Email: [customer.service@rhbgroup.com](mailto:customer.service@rhbgroup.com)**

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

I 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, etc) (collectively, "Bursa Malaysia") for legal, regulatory and administrative purposes, if applicable. Where my personal information is provided to Bursa Malaysia, I 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.

## D) PRIVACY NOTICE FOR INDIVIDUAL CLIENT / GUARANTOR / AUTHORISED SIGNATORY / CONTACT PERSON OF CORPORATE CLIENT (Continued)

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

I understand that as a guarantor, RHBIB will process my personal information according to the Purpose described above and that I will have similar rights to access and correct my personal information as described above.

### ACKNOWLEDGEMENT AND CONSENT

By providing my personal information and signature, I consent 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.

I agree 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.

I also represent and warrant that I 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 I have 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, I/we 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 RHBIB for the Purposes of the commercial transactions between the corporate customer and RHBIB. I/We represent and warrant that I am/we 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.

## E) DECLARATION, ACKNOWLEDGEMENT AND AUTHORISATION

1. I/We declare that I/we have read and fully understood the contents of this Declaration, Acknowledgment and Authorisation ("DAA") and all the General Terms and Conditions for Trading in Equities ("General Terms and Conditions") attached herein and all other Terms and Conditions under the documents as indicated in the table below ("Other Documents") for the Types of Investment which I/we have selected and acknowledge that I/we have received a copy of the said General Terms and Conditions and the Other Documents for the Types of Investment which I/we have selected. I/We agree to be bound by the said DAA, the said General Terms and Conditions and the terms under the Other Documents (whichever relevant) and any amendments, variations or modifications thereto as may be made and/or imposed by RHB Investment Bank ("RHBIB") from time to time, and I am/we are deemed to have been notified of such amended, varied or modified DAA, General Terms and Conditions and the terms under the Other Documents (whichever relevant) upon the same being made available on the website(s) of RHBIB or being made available at the premises of RHBIB, and I am/we are deemed to have accepted such amendments, variations, or modifications in the event I/we continue with my/our trading or investment with RHBIB. I/We further declare that I/we have read and fully understood the contents of the Risk Disclosure Statements and the respective documents attached thereto, which have been explained to me/us.

### EQUITIES TRADING

- a) General Terms & Conditions For Trading In Equities ("General Terms And Conditions");
- b) Specific Terms and Conditions for Online Trading Services;
- c) Structured Warrant Risk Disclosure Statement;
- d) Exchange - Traded Fund Risk Disclosure Statement;
- e) Declaration and Acknowledgement for Day Trading Activities

2. I/We hereby declare that I am/we are over 18 years old and that I/we have not been adjudicated or declared a bankrupt and have not committed an act of bankruptcy and have no knowledge of any bankruptcy petition presented against me/us in any court of competent jurisdiction (*applicable only to individual client*).
3. We hereby declare that we have not convened a meeting of our creditors or propose or make any arrangement or composition with, or any assignment for the benefit of our creditors, nor has a petition been presented or a meeting been convened for the purpose of considering a resolution for the winding up of, or other steps are taken for making of an administration order against us (other than for the purpose of reconstruction) (*applicable only to corporate client*).
4. I/We hereby declare that I am/we are not under the employment of another Participating Organisation or Trading Participant (as defined in the Rules of Bursa Malaysia Securities Berhad ("Bursa Securities")) (*applicable only to individual client*).
5. I/We further acknowledge that RHBIB will from time to time perform credit checks on me/us and I/we further consent to RHBIB performing such credit checks against databases available to RHBIB including but not limited to databases maintained by independent credit database providers and regulatory authorities. I/We shall provide credit clearance letter with any supporting documents if there is any adverse credit report found failing which RHBIB has the right to reject my/our application.
6. I/We acknowledge that this application is subject to the approval of RHBIB and RHBIB has the absolute discretion to approve or reject this application without assigning any reasons thereto. In addition, upon the occurrence of any of the events mentioned in (2), (3), (4), and (5) above, I/we agree and undertake to immediately cease trading and shall forthwith notify RHBIB in writing of the occurrence of such event(s). I/We agree that until written notice of such event is given to RHBIB, all orders carried out by me/us under my/our trading account(s) shall be valid and enforceable against me/us.
7. I/We declare that all particulars and information given herein are true and correct and they shall also be applicable to the accounts opened and maintained at any of RHBIB's branches 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 further undertake to furnish to RHBIB with such additional particulars as RHBIB may require from time to time.
8. I/We undertake to notify RHBIB in writing of any changes in the information provided herein by me/us. I/We agree that any such changes shall be effective three (3) business days after RHBIB's receipt of my/our notice.
9. I/We agree to be bound by the Rules and Regulations of Bursa Securities 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.
10. I/We agree that RHBIB shall be entitled to act upon and I/we 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 me/us and the transaction executed pursuant to such instructions shall accordingly be binding on me/us. 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. I/We shall not hold RHBIB liable in any way for acting on inconsistent, ambiguous or incomplete instructions.
11. RHBIB shall not be liable to me/us for acting upon any instructions communicated or purportedly communicated by me/us to RHBIB over the telephone or in writing and signed or purportedly signed by me/us 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 me/us. 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 my/our risk for which RHBIB shall not be liable for.
12. I am/We are aware that signatures on facsimile or electronic mail instruction may be superimposed fraudulently or without proper authority when transmitted to RHBIB and I/we 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 me/us 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/our specimen signature.
13. Where I/we enter into transactions relating to securities other than those quoted on Bursa Securities, such transactions shall wherever applicable be governed by the relevant Rules.
14. I/We authorise 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 I/we undertake 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 I/we further consent and authorise the relevant authorities and/or credit reference agencies or any other relevant organisations whether in Malaysia or elsewhere to disclose my/our information to RHBIB.
15. I/We hereby undertake 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 me/us 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 me/us, and/or any request or authorisation given by me/us, and/or any false declaration(s) on my/our 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/our 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 me/us 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. I/We 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/us pursuant to the terms of the Terms and Conditions and/or the DAA stated herein.



## E) DECLARATION, ACKNOWLEDGEMENT AND AUTHORISATION (Continued)

16. I/We undertake 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 me/us having to act on my/our instructions or at my/our request, (ii) breach by me/us 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/us. This obligation to indemnify RHBIB survives the termination of these Terms and Conditions.
17. In relation to pre-initial public offerings, I/we 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. I/We 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.
18. I/We agree to pay all taxes including but not limited to Goods and 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 on the CDS fee and any such other fees in relation to my/our trading account
19. I/We consent that RHBIB and/or its authorised agents, service providers and/or sub-contractors may obtain or be granted access to my/our information or documents relating to my/our affairs in particular in relation to my/our 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 I/we shall not hold RHBIB liable for any losses arising thereof except for losses or liabilities I/we may directly suffer as a result of any fraudulent act done / committed by RHBIB.
20. I/We hereby confirm my/our consent to RHBIB giving me/us trade contract notes and other statements of account electronically in respect of the trading account(s) opened with RHBIB. In this connection, I/we understand and accept that all contract notes and statements given by RHBIB electronically will be deemed given as from RHBIB posting the same.
21. I/We agree and accept 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 including the Anti-Money Laundering and Counter Financing of Terrorism ("AML/CFT) - Banking and Deposit-Taking Institutions (Sector 1) 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 my/our approval. I/We agree that I/we 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 my/our instructions in the event deemed necessary by RHBIB. I/We 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.
22. I/We undertake and confirm that I am/we are 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". I/We understand 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 I/we subsequently become involved in the STA related activities, I/we undertake to immediately notify RHBIB in writing of such involvement / engagement. I/We acknowledge and agree that RHBIB shall take such action as is deemed necessary in relation to my/our 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/our involvement / engagement in the STA related activities. I/We accept that RHBIB may at its discretion decline my/our application for opening of account or close / terminate my/our trading account(s) as the case may be, without any further reference to me/us. I/We agree and acknowledge that RHBIB is absolved of all and any liabilities to me/us in this regard.
23. I/We consent to and authorize 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 my/our 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 me/us;
  - (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 me/us, 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.
24. I/We further authorise RHBIB to disclose any information relating to my/our account(s) accessible to RHBIB to the DR nominated by me/us or appointed by RHBIB, to RHBIB's subsidiaries and its related group of companies. I/We further authorise and consent the disclosure by RHBIB of any information relating to my/our 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.
25. 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 authorisation except for loss or liability that I/we may suffers as a result of any act, statement or omission that was not done in good faith by Bursa Depository.
26. Where applicable, I/we hereby agree that RHBIB be authorised, but not obligated to, deal with my/our monies that is deposited into the trust account or any other account including but not limited to the following:
- (i) Placing my/our monies into short term deposits, money market instruments and unit trusts, if applicable, during the interim period prior to my/our investment being effected.
  - (ii) making payment in accordance with my/our 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 incurred on overdue purchases and/or trading losses; any bank charges; and
  - (v) any trading losses incurred by me/us; and
  - (vi) as otherwise authorized by law.
27. \* We have 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. We hereby undertake to disclose information and documents in relation to any dealing in securities in respect of our 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, we shall procure the particulars of the beneficial owner(s) of the securities;
  - b. That we are aware that the consequences as stipulated in Clause 1.5 for any failure to disclose information under Clause 1.5.  
Further pursuant to Rule 404.4(1A)(b) of Bursa Securities, we hereby confirm / undertake 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 404.4(1A)(a) of Bursa Securities are/ shall be the same.  
Further pursuant to Rule 404.4(1A)(c) of Bursa Securities, we 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).**

## E) DECLARATION, ACKNOWLEDGEMENT AND AUTHORISATION (Continued)

28. 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, I/we irrevocably consent to such withholding by RHBIB.
29. I/We authorise 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, I/we further authorise RHBIB to distribute / apportion my trading limit of my/our Equities Trading Account (including Day Trading Activities) at the absolute discretion of RHBIB.
30. I/We agree that RHBIB shall not be responsible or liable to me/us 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.
31. RHBIB may set off or transfer any sum or deposit standing to the credit of my/our 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 my/our liabilities to RHBIB under these Terms and Conditions.
32. I/We agree and acknowledge that all communication between the RHBIB and me/us 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 my/our account may increase the risk of error, security, fraud and privacy issues. I/We acknowledge I am/we are fully aware of the risks associated when communicating or conducting the transactions via the Electronic Mode. I/We further agree to the following:-
- That I am/we are 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. I/we must make sure, by all appropriate means, that they are not used by persons other than me/us, 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 me/us 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 me/us upon RHBIB's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions.
  - RHBIB shall have no liability to me/us (whether in contract or in tort, including negligence) in the event of any viruses, worms, software bombs or similar items being introduced into the Electronic Mode which may affect my/our communication.
  - RHBIB shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Electronic Mode. I/We agree 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/our designated password whether or not I/we authorised such use.
  - I/We agree to use applicable software to protect my/our computer from viruses, malware, spyware, phishing, and other forms of attack on my/our computer. I am/We are responsible for selecting all systems, hardware and the Internet service provider. I am/We are 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.
33. I/ We acknowledge 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.
34. I / We, the undersigned hereby appoint RHB Bank to operate my securities trading account ("Trading Account") opened with RHBIB on my / our behalf with effect from the date hereof. I / We hereby authorise RHB Bank to give instructions, place orders and transact (whether in writing, verbally or electronically) on my / our behalf and I / we hereby undertake that all such instructions or orders placed by RHB Bank will be duly honored by me / us. I / We further agree that all the decisions made by RHB Bank in respect of the Trading Account are final and binding upon me.
35. Additionally, I/ we hereby agree 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. I / We further agree to abide by the credit limit imposed on my trading activities and/or the dealer's representatives trading activities.
36. I / We 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. I / We also agree 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.
37. In addition, I / we hereby agree and undertake to fully indemnify RHB Bank at all times and keep you 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.
38. I / We declare that this authorisation shall remain valid until written notice to revoke such authorisation is accepted by you in writing. I / We irrevocably authorise and permit you or any of your authorised officers to disclose and furnish all information concerning the operation of my Trading Account to other relevant parties. I / We hereby confirm that you or any of your 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.

And I/we make this solemn declaration conscientiously believing the same to be true.

SUBSCRIBED AND SOLEMNLY declared by the abovementioned

This day of 20

Signature of Client (Individual) /  
Authorised Signatory (Corporate) : \_\_\_\_\_

Signature of Client (Individual) /  
Authorised Signatory (Corporate) : \_\_\_\_\_

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

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

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

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

Designation (Corporate Client Only) : \_\_\_\_\_

Designation (Corporate Client Only) : \_\_\_\_\_

Please affix company stamp / seal  
(Corporate Client Only) : \_\_\_\_\_

Signature of Witness : \_\_\_\_\_

(Please delete whichever is not applicable)  
Dealer's Representative / Authorised officer of RHBIB /  
authorised officer of a Malaysia Embassy or High  
Commission Consulate / Notary Public / Advocate or  
Solicitor

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

NRIC No. / DR Code : \_\_\_\_\_

**Note:** The word "We" under the DAA refers to Company, their obligations and liabilities shall be joint and several.

**FOR DR USE ONLY**

**i) KNOW YOUR CLIENT ("KYC")**

1. Have you known the Client for more than 6 months?  
If no, please indicate duration \_\_\_\_\_
2. Did you get to know the Client through your personal contact / social networking?  
If no, please specify \_\_\_\_\_
3. Did you have previous dealings with the Client?
4. Does the Client have sound financial viability and credibility?
5. Did you sight the original NRIC / Passport when Client submitted the photocopy documents (individual client only)?
6. Have you (i) explained the contents of this *Declaration, Acknowledgement and Authorisation* and the *Terms and Conditions* attached; and (ii) ensure a copy of the said *Terms and Conditions* is given to the Client?
7. Is the Client actively involved in any political activities or is the Client (corporate client only) government or political linked?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

**ii) EQUITIES TRADING**

1. Collateral from Client : Cash (RM) \_\_\_\_\_ Value of Securities (RM) \_\_\_\_\_
2. Recommended Trading Limit : BUY Limit (RM) \_\_\_\_\_ SELL Limit (RM) \_\_\_\_\_  
Rationale (if applicable) : \_\_\_\_\_

**iii) PROPOSED BROKERAGE RATE <sup>1</sup> (For Equities Trading only)**

Local Trade

Gross Contract Value	Phone Order Brokerage Rate (%)	Online	
		Discount Rate (%)	Min. Brokerage (RM)
Up to RM100,000			
Above RM100,000 / RM100,001 to RM500,000 <sup>2</sup>			
Above RM500,000			

Approval Required?  Yes  No Brokerage commissioned type: \_\_\_\_\_

Approved by HOD / HOB / Authorised Signatories (As according to AA Matrix, if applicable) \_\_\_\_\_

- Note:-**
1. Brokerage rate payable is exclusive of any tax including but not limited to Goods and Services Tax or its equivalent imposed and/or to be imposed by the authorities.
  2. Delete where applicable.

**iv) DECLARATION BY DR**

I, the Dealer's Representative of this Client do hereby declare that the information given is true to the best of my knowledge and I have not withheld any information which might prejudice this Application. I also acknowledge and agree to accept instructions received from the Client directly and am aware that the Client is required to comply with the respective Terms and Conditions (as amended from time to time) attached to this application.

I hereby undertake to indemnify RHBIB against all claims, losses, damages, fines, penalties, costs and liabilities arising from the performance of the aforesaid request or otherwise in relation thereto.

Signature : \_\_\_\_\_  
 Name / Code : \_\_\_\_\_  
 NRIC : \_\_\_\_\_  
 Date : \_\_\_\_\_

**FOR OFFICE USE ONLY**

**A) ACCOUNT PROCESSING – TO BE COMPLETED BY OPERATIONS**

**i) Customer's Background Checking**

Type of Check	Results		Remarks
	Pass	Fail	
RAM/CTOS - Bankruptcy, Legal Suits			Call client on ..... at ..... a.m / p.m and Yes / No fund deposit / transfer share.  Name :  Signature :
BOS Defaulter/ AML/ CFT Watchlist			
World-Check			
Name, NRIC No., Corr. Add. and Tel.			
Others:			

	Signature	Staff Name	Designation	Date
Checked by :				
Approved by :				

**ii) CIF Creation**

	Signature	Staff Name	Designation	Date
Data Entered by :				
Verified by :				

**iii) Systems Maintenance**

	Signature	Staff Name	Designation	Date
Data Entered by :				
Verified by :				

**B) ACCOUNT PROCESSING - TO BE COMPLETED BY CREDIT CONTROL AND SUPERVISION**

**Equities Trading**

BUY Limit (RM)	SELL Limit (RM)

Remarks : \_\_\_\_\_

	Signature	Staff Name	Designation	Date
Recommended By :				
Approved By :				

**C) ACCOUNT PROCESSING - TO BE COMPLETED BY OPERATIONS**

**Document Scanning and Verification**

Verified and Scanned client signature and any relevant documents

	Signature	Staff Name	Designation	Date
Entered by :				
Checked by :				



## IMPORTANT DOCUMENTS REQUIRED (GENERAL)

### INDIVIDUAL

1. Bursa Malaysia Depository's Application CDS Account Form<sup>1</sup>.
2. Photocopy of NRIC / Passport / Armed Forces or Police Authority Card and change of address, if any<sup>2</sup>.
3. Proof of Income (by providing ANY ONE of the following documents):
  - Bank Statement:-
    - i. under employment – Most recent two (2) months' bank statement where the monthly salary/income are being credited into\*; or
    - ii. others – Most recent two (2) months active bank statement that shows movement of banking transactions/activities\*
  - \*For bank statements issued on quarterly basis by some banks, submission of latest quarterly bank statement is acceptable.
  - Salary Slip - Most recent/latest one (1) month salary slip
  - Latest Income Tax assessment:-
    - i. most recent relevant e-Filing form (Form e-BE, Form e-B) AND the electronic acknowledgement receipt of e-Filing form; or
    - ii. physical form- a photocopy of most recent income tax assessment form ; or
    - iii. Most recent year EA-Form
  - Employer's confirmation of salary
  - Fixed deposit certificate where the maturity date is not expired/other cash related investment products as determined by the management from time to time.
4. Any other documents that may be required by RHBIB and/or regulatory bodies from time to time.
5. Bursa Malaysia Depository account opening fee.

Note: <sup>2</sup> The original documents to be sighted by the authorised personnel of RHBIB and signed off as "original sighted" on the photocopy obtained.

### COMPANIES (Certified true copy<sup>3</sup> – 2 sets required)

1. Bursa Malaysia Depository's Application CDS Account Form<sup>1</sup>.
2. Board Resolution duly passed and approved, specifying the persons who are authorised to open and operate the trading account<sup>4</sup>.
3. Board Resolution duly passed and approved, specifying the persons who are authorised to open and operate the Bursa Malaysia Depository account. [2 sets]<sup>4</sup>
4. Certified true copy of Memorandum & Articles of Association (or its equivalent).
5. Certified true copy of Form 8 or 9 (or its equivalent) – Certificate of Incorporation of Public / Private Company or Form 13 (or its equivalent) – Certificate of Incorporation on Change of Company Name, if applicable.
6. Certified true copy of Form 20 - Certificate of Incorporation on Conversion to a Public Company
7. Certified true copy of Form 24 (or its equivalent) – Return of Allotment of Shares.
8. Certified true copy of Form 44 (or its equivalent) – Notice of Situation of Registered Office and Office Hours.
9. Certified true copy of Form 49 (or its equivalent) – Particulars of Directors, Managers and Secretaries.
10. Power of Attorney (or its equivalent), if applicable.
11. Letter of Guarantee with photocopy of guarantor's NRIC/Passport
12. Director's NRIC/Passport
13. Latest audited financial statements / management accounts
14. Recent bank statements for company incorporated less than one year.
15. For company incorporated under Companies Act 2016 (CA 2016):
  - i. Companies are no longer required to have constitution or Memorandum & Articles of Association.
  - ii. Documents to be provided after incorporation is as below:
    - Form Section 14 (Application for Registration of a Company)
    - Form Section 58 & 236(2) (Notification of Appointment of the First Company Secretary)
    - Form Section 15 (Notice of Registration)
    - Form Section 17 (Perakuan Pembedanaan Syarikat Sendirian)
    - Form Section 46(3) (Notice of Situation of Registered Office and Office Hours and Particulars of Changes / Notification of Change in the Registered Address)
    - Form Section 51 (Register of Member)
    - Form Section 78 (Return on Allotment of Shares / Latest Annual Return)
16. Controlling Person Self-Certification Form (if required).
17. Form W9 / Form W8BEN-E (if required).
18. Any other documents that may be required by RHBIB from time to time.
19. Bursa Malaysia Depository account opening fee.

Note: <sup>3</sup> Certified true copies are to be duly certified by the director(s) and/or company secretary.

<sup>4</sup> The Board / Committee's Resolution must state the name, designation, NRIC / Passport number and specimen signature of person authorised / empowered to operate the account including transactions that they may execute and to execute all necessary documents; and

Should there be any amendments made, it must be legible and countersigned by the Client / authorised signatory. Forms defaced by erasure or any kind of correction fluid may result in the application being rejected.

Corporate client must affix the common seal (if stipulated in the Board / Committee Resolution) or company rubber stamp onto the application form.

### <sup>1</sup> SUPPORTING DOCUMENTS FOR SIGN UP CDS eServices

Two certified true copies of bank statement / bank savings passbook / details of your bank account obtained from your bank website / any letter from bank confirming your bank account details / Bank-In receipt / Cheque Deposit receipt / Debit Invoice / Bank Identification card / Cheque Book (disclose part containing your bank account particulars only).

Note: All Bursa Malaysia Depository related forms are only applicable to Equities Trading.

### FEDERAL / STATE / LOCAL / STATUTORY AUTHORITIES INCORPORATED BY AN ACT OF PARLIAMENT

1. Bursa Malaysia Depository's Application CDS Account Form<sup>1</sup>.
2. Letter of Authority stating the amount, period, authorised signatories and mode and manner of execution by the authorised signatories.
3. A list of authorised signatories with specimen signatures.
4. Controlling Person Self-Certification Form (if required).
5. Form W9 / Form W8BEN-E (if required).
6. Any other documents that may be required by RHBIB from time to time.
7. Bursa Malaysia Depository account opening fee.

### EXECUTORS / ADMINISTRATORS / TRUST FOUNDATION (Certified true copy<sup>5</sup> – 2 sets required)

1. Bursa Malaysia Depository's Application CDS Account Form<sup>1</sup>.
2. Certified true copy of Grant of Probate (only applicable for Executors).
3. Certified true copy of Letter of Administration (only applicable to Administrators).
4. Certified true copy of Trust Deed (only applicable to Trust Foundation).
5. A list of authorised signatories with specimen signatures.
6. Controlling Person Self-Certification Form (if required).
7. Form W9 / Form W8BEN-E (if required).
8. Any other documents that may be required by RHBIB from time to time.
9. Bursa Malaysia Depository account opening fee.

Note: <sup>5</sup> Certified true copies are to be duly certified by advocates and solicitors. Original documents must be sighted by the authorised personnel of RHBIB and signed off as "original sighted" on the photocopy obtained.

### ASSOCIATIONS / CLUBS / SOCIETIES AND POLITICAL PARTIES (Certified true copy<sup>6</sup> – 2 sets required)

1. Bursa Malaysia Depository's Application CDS Account Form<sup>1</sup>.
2. Certified true copy of Board Resolution incorporating:
  - a list of authorised signatories with specimen signatures.
  - mode and manner of execution by the authorised signatories.
3. Certified true copy of Certificate of Registration.
4. Certified true copy of Rules / By-laws.
5. Controlling Person Self-Certification Form (if required).
6. Form W9 / Form W8BEN-E (if required).
7. Any other documents that may be required by RHBIB from time to time.
8. Bursa Malaysia Depository account opening fee.

Note: <sup>6</sup> Certified true copies are to be duly certified by the secretary and/or the chairman.

## IMPORTANT DOCUMENTS REQUIRED (FOR SPECIFIC PRODUCT)

### EQUITIES (For Share Buy Back Purpose, if applicable)

1. Certified true copies of the Memorandum & Articles of Association (or its equivalent) shall indicate that the company may purchase its own shares [2 sets].
2. Certified true copies of Board Resolution incorporating a declaration on Share Buy Back [2 sets].
3. Share Buy Back declaration from DR.

Note: All documents other than in English or Bahasa Malaysia submitted by foreign incorporated companies (as defined in the Companies Act 1965) must be accompanied with certified true copy(ies) of the document translated into English by certified translator.

## DEFINITIONS AND INTERPRETATION FOR INDIVIDUAL/ENTITY SELF CERTIFICATION

### 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 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 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 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/Takaful 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.

## DEFINITIONS AND INTERPRETATION FOR INDIVIDUAL/ENTITY SELF CERTIFICATION (Continued)

**“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.

### **Entity Self-Certification**

**“Account Holder”** means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains that account. This is regardless of whether such person is a flow-through Entity. Thus, for example, if a trust or an estate is listed as the holder or owner of a Financial Accounts, the trust or estate is the Account Holder, rather than the trustee or the trust’s owner or beneficiaries. Similarly, if a partnership is listed as the holder or owner of a Financial Account, the partnerships is the Account Holder, rather than the partners in the partnership.

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 holding the account, and such other person is treated as holding the account.

**“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/profit paid or credited to the account.

**“Active Business”** refers to entity which derives:

- At least 50% of its gross income (for the previous calendar year) from these business activities and not from passive income such as investments, dividends, interests/profits, rents or royalties; and
- At least 50% of the weighted average percentage of assets held by it (tested quarterly, using fair market value or book value of assets as reflected in your balance sheet) produce or are held to produce income for these business activities.

**“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.

**“C Corporation”** is a legal structure that businesses can choose to organise themselves under to limit their owners' legal and financial liabilities. Generally, all for-profit corporations are automatically classified as a “C Corporation” unless the corporation elects the option to treat the corporation as a flow-through entity known as “S Corporation”.

**“Charity/ Non-profit Organisation”** must be established and maintained exclusively for either:

- religious, charitable, scientific, artistic, cultural or educational purposes; or
- professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civil league or an organisation operated exclusively for promotion of social welfare

The Charity/Non-profit organisation fulfills all the following conditions:

- Exempt from income tax in its jurisdiction of residence; and
- Has no shareholders or members who have a proprietary or beneficial interest in its income or assets; and
- Its formation documents or the local law do not permit the distribution of any income or assets to or applied for the benefit of a private person or non-charity entity, except for payment as reasonable compensation for services rendered or distribution in accordance with the charity's charitable activities; and
- Its formation documents or the local law requires all of the charity's assets to be distributed to a government entity or other non-profit organisation upon the charity's dissolution or liquidation.

**“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 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.

**“Corporation that is publicly traded or an affiliate of a publicly traded corporation”** include any corporations which regularly traded its stock on one or more established securities markets; or is an affiliate of an entity which regularly traded their stock on an established securities market.

## DEFINITIONS AND INTERPRETATION FOR INDIVIDUAL/ENTITY SELF CERTIFICATION (Continued)

**“Entity”** means a legal person or a legal arrangement, such as a corporation, organisation, partnership, trust or foundation.

**“Exempt payee code”** is code used for identifying payee that are exempt from backup withholding. Generally, individuals (including sole proprietors) are NOT exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest/profit and dividends. Corporations are NOT exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Refer to Form W-9 instructions for more details on list of exempt payees, their codes and which types of payment these codes should be used.

**“Exemption from FATCA reporting code”** is code used for identifying payee that are exempt from reporting under FATCA and applies to person that has accounts maintained outside of the United States by certain foreign financial institutions.

Refer to Form W-9 instructions for more details and to assess if financial institution is subject to these requirements.

**“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.

**“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.

**“Foreign Financial Institution (FFI)”** refers to a non-US entity that is a financial institution.

**“Government Entity or Central Bank (or a wholly owned entity of a Governmental Entity/Central Bank)”** include but are not limited to the following:

- \* Ministries and their wholly owned and controlled entities; or
- \* Statutory Bodies and their wholly owned and controlled entities; or
- \* State Government Authorities and their wholly owned and controlled entities; or
- \* Local Authorities including City, Municipal and District Councils and their wholly owned and controlled entities.

**“Holding Company of Nonfinancial Groups”** refers to entity with following conditions:

- \* Substantially all (i.e. 80% or more) of the activities of the entity consist of holding the outstanding shares of, or providing financing and services to, one or more subsidiaries that are not FI; and
- \* It does not function (or hold itself out) as an investment fund, e.g. private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

**“International Organisation (or a wholly owned agency of an International Organisation)”** includes any intergovernmental organisation (or a supranational organisation) that is comprised primarily of governments. It has in effect a headquarters or substantially similar agreement with the jurisdiction, and its income does not inure to the benefit of private persons.

**“Liquidating or Emerging from Bankruptcy Company”** refers to entity which was not an FI in the past five years and is in the process of liquidating its assets or is re-organising with the intent to continue or recommence operations in a business other than that of an FI.

**“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.

**“Passive Income”** refers to sources of income that could include but are not limited to rent, any property income, dividends, royalties and interest/profit as defined in FATCA and CRS regulations.

**“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.

**“Related Entity”** is either if the Entity controls the other Entity, or the two Entities are under common control. For this purpose control includes direct or indirect ownership of more than 50% of the vote and value in an Entity.

**“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.

**“S Corporation”** are corporations that elect to pass corporate income, losses, deductions and credits through their shareholders for federal tax purpose. The corporation must meet the following requirements to qualify for “S Corporation” status:

- \* Be a domestic corporation (conducts its affairs in its home country, i.e. US)
- \* Have only allowable shareholders
  - May be individuals, certain trusts, and estates and
  - May not be partnerships, corporations or non-resident alien shareholders
- \* Have no more than 100 shareholders
- \* Have only one class of stock



## DEFINITIONS AND INTERPRETATION FOR INDIVIDUAL/ENTITY SELF CERTIFICATION (Continued)

**“Start-up Company”** refers to entity which was incorporated not more than 24 months prior to the date of this Self-Certification Form and fulfills the following:

- \* It is just starting and not yet in operations, and has no prior operating history; or
- \* It is investing capital into assets with the intention to operate a business other than that of a Financial Institution.

**“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.

**“Treasury / Financing Centre of Corporate Group”** refers to entity primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution.

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