



Common Reporting Standard (CRS) Terms and Conditions

With effect from 1 January 2017

1. Definitions and Interpretation

In this CRS Terms and Conditions, the following capitalised terms have the following meaning:

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

"Applicable Laws and Regulations" means obligations of RHB Group to comply with: (i) applicable local or foreign laws, ordinances, regulations, demands, guidance, orders, guidelines, rules and codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and (ii) any agreement between the RHB Group and any government or taxation authority in any jurisdiction; and including but not limited to the CRS.

"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 Singapore.

"Controlling Person" means any natural person who exercises control over a legal person or a legal arrangement, such as a corporation, partnership, trust or foundation. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Person" must be interpreted in a manner consistent with the Financial Action Task Force Recommendations. Where no natural person or persons is or are identified as exercising control of the entity through ownership interests, the controlling person of the entity is deemed to be the natural person who holds the position of senior managing official.

"CRS" means the Standard for Automatic Exchange of Financial Account Information ("AEOFAI") in Tax Matters, developed by the Organisation for Economic Co-operation and Development ("OECD") and any associated similar or analogous legislation, treaty, regulation, instruction or other official guidance of any Authority in any jurisdiction.



"Customer" means the Person who has a relationship with any member of the RHB Group in connection with the Services, whether alone or jointly with any other Person and, in the case of a corporation, shall include its successors and in the case of a partnership or other unincorporated entity consisting of two or more Persons, its successors, executors and personal representatives.

"Customer's Information" shall include, but is not limited to, personal information, account balance, financial information, any and all correspondence with and/or in relation to the Customer, and any and all papers, records, evaluations, assessments, materials or other documents or information

"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.

"RHB Group" means RHB Bank Berhad, RHB Securities (Singapore) Pte Ltd, RHB Asset Management Pte Ltd, RHB Bank Nominees Pte Ltd, and its respective affiliates, holding/subsidiaries, related companies and successors and assigns.

"Services", in relation to a Customer, means, without limitation, (i) the opening, maintaining and closing of banking and financial accounts; (ii) the administering and terminating of insurance policies; (iii) the provision of any banking or financial services and products (including without limitation, private banking services, credit facilities, loans, brokerage, investment banking services, corporate finance services, provision of capital market services, services in respect of treasury products and financial derivatives transactions); (iv) relationship maintenance between any member of the RHB Group and the Customer (including without limitation marketing and promoting banking or financial services or products); and (v) any other acts or materials of any member of the RHB Group ancillary to, in furtherance of or in connection with any of the above items (i) to (iv) (including without limitation research and analysis).

"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.



2. Tax Compliance Provisions

2.1. Provision of Information

- a. The Customer must provide RHB Group with the Customer's Personal Information, and where reasonably required by the RHB Group, the Personal Information of any Controlling Person, in such form and within such time, as the RHB Group may from time to time require.
- b. When there is a change or addition to the Personal Information of the Customer and (where applicable) any Controlling Person, the Customer must update the RHB Group promptly (and in any event no later than 30 days from the date of the change or addition) of the change or addition.
- c. The Customer must, and, where applicable, procure such Controlling Person to, complete and sign such documents and do such things as the RHB Group may reasonably require from time to time for purposes of the RHB Group compliance with Applicable Laws and Regulations.
- d. The Customer agrees that the RHB Group may directly require any Controlling Person to provide or confirm the accuracy of their Personal Information without involving the Customer if the RHB Group reasonably considers it appropriate.

2.2. Disclosure of Information

- a. The Customer expressly consents to the RHB Group disclosing the Customer's Information which includes his/hers/its TIN and the TIN of any Controlling Person to any Authority in any jurisdiction for the purpose of ensuring the RHB Group's compliance with Applicable Laws and Regulations.
- b. The Customer hereby agrees to waive, and, where reasonably required by the RHB Group, agrees to procure any Controlling Person to waive, any applicable restrictions that would otherwise hinder the RHB Group's ability to disclose Tax Information to comply with Applicable Laws and Regulations, and in particular, to disclose Tax Information in the manner described in 2.2a.
- c. The Customer agrees that the RHB Group may directly require any Controlling Person to agree to the disclosure described in 2.2a and/or waive any otherwise applicable restrictions on such disclosure, if the RHB Group reasonably considers it appropriate.

2.3. Failure to Provide Information

The Customer agrees that:

- a. where the Customer fails to comply with its obligations under 2.1 or 2.2 above; or
- b. where any Controlling Person fails to comply with the RHB Group's requirements set out in 2.1 or 2.2 above; or
- c. where the Personal Information (regardless of whether such Personal Information is in relation to the Customer or any Controlling Person) is inaccurate, incomplete, misleading or is not promptly updated; or



- d. for whatever reason the RHB Group is prevented (under Singapore law or otherwise) from disclosing the Tax Information of the Customer and/or any Controlling Person(s) to the relevant Authority as may be required by Applicable Laws and Regulations,

the RHB Group may take one or more of the following actions at any time as may be required by the RHB Group to ensure its compliance with Applicable Laws and Regulations:

1. Refuse to provide new Services to the Customer;
2. Terminate the Customer's account(s) with the RHB Group;
3. Discontinue entirely or in part the RHB Group's relationship with the Customer;
4. Provide (whether before or after taking actions as described in items 2 and 3 of this section) the Tax Information relating to the Customer and/or any Controlling Person to an Authority in any jurisdiction.

3. Customer Confirmations

By using or accepting the Services, the Customer confirms and agrees that:

- a. without prejudice to the applicable terms and conditions governing the relationship between the RHB Group and the Customer, the Customer confirms that the Customer has read this CRS Terms and Conditions and fully understand the implications of this CRS Terms and Conditions by which the Customer irrevocably agrees to be bound;
- b. any agreement, waiver, representation and/or confirmation given in, or to be given pursuant to, this CRS Terms and Conditions is irrevocable;
- c. The RHB Group is not liable for any costs or loss that the Customer (or any Controlling Person) may incur because of any actions taken by the RHB Group which are permitted by or exercising any powers under this CRS Terms and Conditions;
- d. any withdrawal or payment amount made by the RHB Group pursuant to any Services shall be subject to this CRS Terms and Conditions;
- e. the Customer must obtain or, as the case may be, have obtained the requisite consent from each Controlling Person for the provision of his or her Tax Information to the RHB Group and the disclosure of any of such Tax Information by the RHB Group under this CRS Terms and Conditions and the Customer must inform each Controlling Person of the RHB Group's powers under this CRS Terms and Conditions;
- f. this CRS Terms and Conditions is without prejudice, and are in addition to the RHB Group's existing rights or powers under any terms and conditions governing the relationship between the Customer and any member of the RHB Group.



4. General

- a. In the event of any conflict or inconsistency between any of the contents of this CRS Terms and Conditions and other terms and conditions that govern the Customer's relationship with any member of the RHB Group this CRS Terms and Conditions shall prevail.
- b. Notwithstanding any other terms and conditions that govern the Customer's relationship with the RHB Group (including but not limited to amendments, supplements, additions, modifications or addendums and the provisions of such terms and conditions), the RHB Group may amend, update, and revise this CRS Terms and Conditions unilaterally at any time as may be required by the RHB Group to ensure its compliance with Applicable Laws and Regulations.
- c. If all or any part of this CRS Terms and Conditions becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this CRS Terms and Conditions in that jurisdiction.

CUSTOMER'S OBLIGATIONS

It is the Customer's and each Controlling Person's responsibility to obtain independent professional advice from adequately qualified legal or tax advisors on its obligations under and the consequences of this CRS Terms and Conditions.

DISCLAIMER

The RHB Group do not provide tax or legal advice and are unable to advise Customers and/or Controlling Persons regarding the income tax or other tax consequences that may be applicable to them in the Customer's (or the relevant Controlling Person's) particular circumstances.