

**ANNEXURE I OF THE STANDARD TERMS AND CONDITIONS COVERING SHARE MARGIN FINANCING (SMF) FACILITY GRANTED BY RHB BANK BHD (“THE BANK”) FORMING PART OF THE BANK’S LETTER OF OFFER**

1. The SMF Facility is approved for your use only to purchase through the Bank securities quoted on Bursa Malaysia.
2. All Shares to be pledged or charged to the Bank shall be transferred at your cost and expense into RHB Capital Nominees (Tempatan) Sdn Bhd/RHB Capital Nominees (Asing) Sdn Bhd securities account (“Pledged Securities Account”) maintained with a central depository or such depository agent designated under Section 40 of the Securities Industry (Central Depositories) Act 1991. All trading of the shares via Pledged Securities Account shall be conducted through the stockbrokers appointed by the Bank (“Appointed Stockbroker”).
3. The actual amount of the facility available for your use at any time under the SMF Facility shall not:-
  - a) in relation to Fixed Deposit pledged to the Bank, exceed two (2) times the amount of the Fixed Deposit;
  - b) in relation to immovable properties charged to the Bank exceed one (1) time based on sixty percentum (60%) of the current market value of the immovable properties;
  - c) in relation to shares pledged or charged to the Bank and which are listed on Bursa Malaysia, exceed one (1) times the market value or bank’s internal valuation of the shares pledged or charged, whichever is lower.

Despite the above, the shares pledged may be subjected to price capping at the bank’s sole discretion and the utilization of facility for account with facility limit exceed RM500,000.00 is also subject to share concentration capping as follows:

<u>Counter With Market Capitalization</u>	<u>Allowable Concentration Percentage (%) Against Client’s Total Pledged Share Value</u>
> RM1bil	80%
> RM750mil ≤ RM1bil	70%
≥ RM500mil ≤ RM750mil	60%
≤ RM500mil	50%

Provided Always That the Bank reserves the right at its discretion to vary the aforesaid values by giving twenty one (21) calendar days’ prior written notice with reason(s) to you.

4. In compliance with the relevant statutory and regulatory requirements, the Bank will not accept as security for any facility nor purchase on your behalf the shares in RHB Bank Berhad.
5. All shares purchased by the Bank on your behalf shall form part of all securities pledged or charged to the Bank for the SMF Facility (“Total Securities”) to secure the SMF Facility
6. The Total Securities for the SMF Facility shall at all times be at least one hundred eighty one point eight two percent (181.82%) of the amount outstanding under the SMF Facility (“the Required Security Value”). In the event that the aggregate value of the said securities shall fall below the Required Security Value, no further utilisation of the SMF Facility will be allowed and in addition the Bank shall be entitled at its discretion to impose additional interest at the rate to be determined by the Bank on the amount outstanding under the SMF Facility.
7. The Bank shall have the discretion at any time to determine the acceptability and the value of the said securities pledged or charged to the Bank.
8. During the subsistence of the SMF Facility where the market value of the Total Securities or as result of the Bank’s determination pursuant to item 7 above that the value of the said securities pledged or charged to the Bank has fallen to below one hundred sixty six point six seven percent (166.67%) (“the Minimum Security Value”) you shall within three (3) days upon notice from the Bank:-
  - a) pay in cash to reduce the amount outstanding and/or
  - b) pledge or charge to the Bank such further securities or quoted shares acceptable to the Bank,

so as to maintain the Minimum Security Value failing which the Bank shall have the right without further reference to you sell the appropriate number of shares so as to maintain the Minimum Security Value.

**ANNEXURE I OF THE STANDARD TERMS AND CONDITIONS COVERING SHARE MARGIN FINANCING (SMF) FACILITY GRANTED BY RHB BANK BHD ("THE BANK") FORMING PART OF THE BANK'S LETTER OF OFFER**

9. In the event that the value of the said securities shall fall to below one hundred fifty three point eight five percent (153.85%), the Bank shall have the right to sell the appropriate number of shares that have been pledged or charged to the Bank and use the proceeds of such sale to reduce the amount outstanding under the SMF Facility in order to maintain the Minimum Security Value. The right of the Bank to sell such shares aforesaid at prices quoted on the Bursa Malaysia on the day of sale of such shares shall not be questioned by you on any reason whatsoever.
10. Despite any of the above provisions, the Bank may require you to pledge or charge to the Bank such additional securities acceptable to the Bank in the event that the shares that have been pledged or charged to the Bank:-
- are subject to unusually rapid or volatile changes in value; or
  - do not have an active market; or
  - have been suspended from trading on the Bursa Malaysia for more than seven (7) market days; or
  - where the aggregate value of a single counter constitutes more than fifty percent (50%) of the total aggregate value of the shares pledged or charged to the Bank; or
  - composition of loan stocks and warrants constitutes more than twenty five percent (25%) of the total aggregate value of the shares pledged or charged to the Bank; or
  - composition of ACE counter constitutes more than twenty five percent (25%) or RM300,000, whichever is lower of the total aggregate value of the shares pledged or charged to the Bank
11. No Cheque book or auto teller card will be issued by the Bank. Cash drawdown is only allowed provided the value of the Total Securities pledged exceeds one hundred eighty one point eight two percent (181.82%) of the amount outstanding.
- The amount of cash drawdown should not cause the value of the Total Securities to fall below one hundred eighty one point eight two percent (181.82%) of the amount outstanding or exceed the approved credit limit whichever is lower.
12. The drawdown and subsequent utilization of the SMF Facility is subject to guidelines on credit for the purchase of stock and shares in compliance with prevailing rules and regulatory requirements as well as subsequent new rules and regulations by the relevant regulatory authorities that may be brought into force from time to time.
13. In consideration of the Bank approving the SMF to you, you hereby agree to appoint the Bank to deal on your behalf in securities quoted on the Bursa Malaysia and you agree to comply with terms and conditions on share trading.
14. If you shall default in the observance or performance of any covenant, term, condition, stipulation or obligation contained in the Letter Of Offer, the Bank shall be entitled to sell all or any of the securities pledged or charged to the Bank and apply the proceeds thereof towards repayment of all monies outstanding and owing by you to the Bank.
15. The SMF Facility is subject to review by the Bank any time and from time to time and repayable on demand. The Bank may at its discretion agree to renew the SMF Facility or such further periods upon such terms and conditions as it thinks fit.

**ANNEXURE II OF THE STANDARD TERMS AND CONDITIONS COVERING SHARE MARGIN FINANCING (SMF) FACILITY GRANTED BY RHB BANK BHD (“THE BANK”) FORMING PART OF THE BANK’S LETTER OF OFFER**

**SHARE TRADING**

You hereby irrevocably and unconditionally agree to be bound and to comply with the following terms and conditions:-

- (1) You are to open a non chequing current account (“the Special Account”) with the Bank for the purpose of the SMF Facility.
- (2) You agree to appoint the Bank to deal on your behalf in securities quoted on Bursa Malaysia.
- (3) You shall authorise the Bank to debit your Special Account to pay for the purchase price of the shares purchased by the Bank on your behalf provided there are sufficient funds in the Special Account for such debiting.
- (4) You authorise the Bank to act on your behalf, including any oral instruction requests transmitted by you to the Bank by the telephone or in person. The Bank is entitled to assume that any instructions received by the Bank as genuine and accurate. The Bank is under no duty to make any inquiries to ensure that the instructions are in fact genuine and accurate.

You further agree that all sale and purchase transactions carried out by the Bank on your behalf constitute as your decision, arrived at independently by you, and that you shall remain liable for any sale or purchase of shares transaction entered into by the Bank on your instructions (save and except where the same is attributable to the Bank’s gross negligence, willful misconduct, willful default of fraud).

- (5) You undertake to pay the Bank all brokerage fees and charges and any tax imposed and/or to be imposed by authorities in connection with buying of, selling of or dealing with the shares by the Bank on your behalf, including legal charges incurred in order to enforce your obligations in connection with the buying of selling of or dealing with the shares by the Bank on your behalf and hereafter.
- (6) The Bank reserves the right to debit the Special Account for all brokerage fees and charges and any tax imposed and/or to be imposed by such relevant authorities in connection with the buying of, selling of or dealing with the shares (“Related Fees and Charges”) including any shortfall between the purchase price of the said shares and the amount realised by the Bank in respect of the sale of the shares and any interest paid by the Bank to stockbrokers and/or related fees and/or any other charges and expenses in full provided there are sufficient funds in the Special Account for such debiting.
- (7) You agree that the mode of settlement of the purchase proceeds and contra transactions shall be governed by the Fixed Delivery and Settlement System of the Bursa Malaysia.
- (8) You agree that the contract notes in relation to sale and purchase transactions handled by the Bank on your instructions will be despatched by the Bank to you by ordinary post. Any delay in the receipt of such contract notes shall not constitute a breach by the Bank with you or a ground for you to allege that the Bank has not adhered to the provisions of the Fixed Delivery and Settlement System of the Bursa Malaysia.
- (9) You undertake to deliver to the Bank promptly any shares which the Bank has sold on your behalf. Furthermore, you declare that you are the beneficial owner (s) of any such shares delivered by you to the Bank.
- (10) You agree that the Bank shall have the right and discretion not to execute a purchase order for you, including share counters which the Bank considers as highly speculative and volatile in nature. Furthermore, you agree that the Bank shall have the right at any time to limit purchase or sale of shares instructed by you.
- (11) You agree to authorise the Bank to sell-out or buy-in such shares as may be required to clear your position with the Bank. You undertake to indemnify the Bank against all losses in such events and in the event that you shall fail to comply with all or any of your obligations in the Letter Of Offer and/or of all or any of the statements in the Letter Of Offer made by you are incorrect or misleading, save and except where such losses are attributable to the Bank’s gross negligence, willful misconduct, willful default or fraud.
- (12) You shall be entitled to use the SMF Facility for the sale and purchase of shares via the Pledged Securities Account conducted through the dealer appointed via the Bank’s appointment of dealer letter (“Dealer’s Representative”) of the Appointed Stockbroker and you hereby agree and acknowledge that:
  - (a) the Bank may, at discretion reject any sale or purchase of shares by you via the Pledged Securities Account in which case you shall be personally liable to the Appointed Stockbroker and/or any relevant third parties for settlement of such rejected transactions without any recourse to the Bank.

**ANNEXURE II OF THE STANDARD TERMS AND CONDITIONS COVERING SHARE MARGIN FINANCING (SMF) FACILITY GRANTED BY RHB BANK BHD ("THE BANK") FORMING PART OF THE BANK'S LETTER OF OFFER**

- (b) (i) if you have insufficient shares or no shares in the Pledged Securities Account to settle sale transaction before due date as governed by the Fixed Delivery and Settlement System of the Bursa Malaysia, the Appointed Stockbroker will institute a buying in against you; and
  - (ii) if you are unable to settle purchase transaction before due date as governed by the Fixed Delivery and Settlement System of the Bursa Malaysia, the Appointed Stockbroker shall be entitled to institute a selling out against you
- (c) Any expenses, liability, claims, demands and/or charges which arise out of the aforesaid buying –in or selling-out procedures are to be borne solely by you and you shall liaise with the Dealer's Representative or the Appointed Stockbroker or any relevant third parties with respect of the settlement of the same.
- (d) the Bank may, without affecting to the rights under Section 12(a) above, accept a transaction which the Bank has previously rejected and proceed with the settlement of the said transaction at the Appointed Stockbroker's or Dealer's Representative's request unless the Bank receives a prior written notification by you to instruct the Bank otherwise, identifying the exact and particular previously rejected trade in securities.
- (13) You agree not to hold the Bank liable for any losses suffered by you arising from any delays or failure in the buying or selling of any shares due to factors beyond the control of the Bank or due to any act of or omission by the Bank in good faith and not arising from any gross negligence, wilful misconduct, willful default or fraud on the part of the Bank.
- (14) You agree that the Bank may review, revise, amend or vary the terms and conditions in the Letter Of Offer from time to time by giving you twenty one (21) calendar days' prior written notice with reason(s).
- (15) You agree that the Bank may terminate this arrangement in writing at any time with prior written notice to you.
- (16) Time mentioned in the Letter Of Offer shall be of essence.
- (17) You declare that you are not bankrupt and has not been declared a defaulter by the Bursa Malaysia at any time to date.
- (18) You declare that all information given in the Letter Of Offer are true and correct. You authorise the Bank to verify from whatever sources the above information the Bank may in their discretion consider appropriate.
- (19) You undertake to abide the rules and regulations of the Bursa Malaysia and any relevant regulations governing the purchase and sale of shares quoted on the Bursa Malaysia being in force and any subsequent new rules or regulations that may be brought into force from time to time.

**ANNEXURE III OF THE STANDARD TERMS AND CONDITIONS COVERING SHARE MARGIN FINANCING (SMF) FACILITY GRANTED BY RHB BANK BHD (“THE BANK”) FORMING PART OF THE BANK’S LETTER OF OFFER****VALUE AND ACCEPTABILITY OF SECURITIES**

The value and acceptability of any securities in our custody and possession shall be determined at the discretion of the Bank.

**A. SECURITIES GIVEN ‘NIL’ MARKET VALUE**

All counters that are under PN17, Amended PN17, PN4, PN1, GN3, Non-Equity Securities with maturities less than 180 days, Structured Warrants, foreign currency denominated securities and suspended counters and any counters which at the Bank’s discretion at any time to determine the acceptability and the value of the said securities.

**B. NON ACCEPTABLE SECURITIES**

Securities which you are prohibited from buying using the SMF Facility or depositing as collateral in compliance with the prohibition under the relevant statutory and regulatory requirements are as follow:

1. RHB Bank Bhd

**C. SECURITIES UNDER TRADING RESTRICTION**

The Bank will not finance the purchase of securities under trading restriction as prescribed by the Bursa Malaysia from time to time where payment is required upfront prior to execution of purchases.

Therefore, the value and acceptability of the securities in the Bank’s custody and possession shall be subject to the aforementioned items (A) to (C).

**ANNEXURE IV OF THE STANDARD TERMS AND CONDITIONS COVERING SHARE MARGIN FINANCING (SMF) FACILITY GRANTED BY RHB BANK BHD ("THE BANK") FORMING PART OF THE BANK'S LETTER OF OFFER**

**1. INTEREST RATE(S)/OTHER CHARGES**

**(a) INTEREST**

You shall pay interest on all monies due and payable by you and all monies outstanding and owing to the Bank in relation to the SMF Facility and any other charges payable in relation to the SMF Facility at such rate as may be stipulated or prescribed by the Bank at any time and from time to time.

The interest payable by you for the time being in respect of the SMF Facility is as specified under the column Interest Rate in Page 1 of the Bank's Letter of Offer. Interest at the aforesaid rate shall be payable by you as well after any judgement or order of court.

**(b) VARIATION OF INTEREST**

The Bank shall also be entitled at its discretion at any time and from time to time to vary the Bank's Base Rate (BR) and Bank's Standardised Base Rate (SBR) and/or the Margin of Interest imposed above the Bank's BR/SBR in the following manner:-

- (a) In respect of the Bank's BR/SBR by displaying at the premises of the Bank general notice on the change in the Bank's BR addressed to the public generally and such display shall be deemed to be effective notice on you or by any other modes deem fit and proper by the Bank; and
- (b) In respect of the change in the Margin of Interest imposed above the Bank's BR/SBR, a notice in writing with reason(s) shall be given to you at least twenty one (21) calendar days' prior to such variation and such notice shall be deemed to have been sufficiently served on you if sent by hand or by ordinary mail to your last known place of residence/business or to your address as stated in the Bank's Letter of Offer.

The Bank shall be entitled at any time at its discretion by notice to you and without assigning any reason to change the fundamental basis of calculation of the prescribed rate (whether it be the BR/SBR or any other basis by whatsoever name called). Provided always that the effective date of the change in the Bank's BR/SBR and/or Margin of Interest imposed above the Bank's BR/SBR shall be the date specified in the notice or in the display at the Bank's premises. Notwithstanding anything herein contained, any failure or delay on the part of the Bank to give notice in accordance with the provisions herein shall not absolve you from your obligation to pay the rate of interest determined by the Bank.

**2. INTEREST ON EXCESS AMOUNT/DEFAULT RATE**

The Bank will not permit any excess/temporary overdrawn over and above the limit approved in the Letter Of Offer. However, in the event that an excess is created in your account due to, for example, interest accumulation or the expiry of the SMF facility, the Bank shall have the right to impose at the Bank's discretion an interest rate of three point five (3.50%) per annum over the Bank's Base Lending Rate (BLR) on the amount in excess of the limit until the date of normalization.

Despite the above, the Bank shall be entitled at its discretion at any time and from time to time to vary the rate(s) of the additional interest.

**3. REPAYMENT**

Interest shall be paid monthly and is calculated on the daily outstanding balance of the SMF Facility with monthly rests subject to a minimum charge of RM5.00 per month. The first interest payment shall be payable on or before the 25th day of the month following next after the date SMF Facility is first utilised by you or on such other date allowed by the Bank.

Despite any provisions in the Letter Of Offer, you agree to pay and/or repay the Bank all SMF Facility together with all monies due under the SMF Facility immediately upon any demand being made by the Bank which demand may be made by the Bank at any time and from time to time irrespective of whether or not an event of default has occurred or is continuing.

**4. SECURITY**

The SMF shall be made available to you subject to the provision by you of the securities set out in the Letter of Offer.

- (a) For SMF Facility secured against Fixed Deposit, interest earned from the Fixed Deposit mortgaged, charged or pledged is to be capitalised and added to the principal amount and form part of the security. The Bank shall have the right to uplift the Fixed Deposit whether or not it has matured, to settle any sum due and payable including interest if the SMF Facility is not serviced promptly. The Bank reserves the right to renew the Fixed Deposit pledged annually during of the SMF Facility.
- (b) The Bank reserve the right to register the shares to be pledged to us in the name RHB Capital Nominees (Tempatan) Sdn Bhd in denominations acceptable to the Bank. All bonus and rights issue related to the shares pledged to the Bank are also to be pledged to the Bank as additional security.

The Bank reserves the right to request for any other relevant security arrangement as required by the Bank from time to time.

**ANNEXURE IV OF THE STANDARD TERMS AND CONDITIONS COVERING SHARE MARGIN FINANCING (SMF) FACILITY GRANTED BY RHB BANK BHD (“THE BANK”) FORMING PART OF THE BANK’S LETTER OF OFFER**

**5. CONDITIONS PRECEDENT**

The SMF Facility will be made available for your utilisation upon the fulfillment of the following conditions precedent : -

- (a) The Bank shall have received your acceptance of this Letter of Offer, In addition, all security documents which are required to be executed must be executed by you or the relevant security party providing security for the SMF Facility (“Security Party”) within one (1) month of your acceptance of this Letter of Offer or within such extended period of time as the Bank may in its discretion agree upon. Upon failure to do so, the Bank shall be at liberty to cancel the SMF Facility with prior notice to you.
- (b) The Bank is satisfied that no event has occurred so as to render the SMF Facility or any part thereof, to become immediately repayable and no event of default stated in this Letter Of Offer has occurred or is threatened.
- (c) The Bank is satisfied that no extraordinary circumstances, governmental action or other material adverse change or event has occurred which in the opinion of the Bank affects your ability and/or the ability of any Security Party to observe and perform the covenants and obligations on you/their part to be observed and performed under the Letter Of Offer or under the security documents.
- (d) The Bank’s solicitors shall have confirmed that a search having been conducted at the Official Assignee’s Office/Official Receiver’s that bankruptcy proceedings or winding up petitions (as the case may be) have been commenced (or presented as the case may be) against you and/or any Security Party.
- (e) All security documents which are required in the Letter Of Offer and/or such documents as may be required by the Bank and/or its solicitor shall have been executed by the relevant parties, duly stamped and registered at such registries as the Bank may deem necessary or expedient and the original copy of each of the relevant documents, shall have been deposited with the Bank.
- (f) You shall have paid all fees or charges payable or agreed to be paid by you and any tax imposed and/or to be imposed by authorities to the Bank or in connection with the SMF Facility.
- (g) The SMF Facility approved by the Bank can be drawdown or utilised on completion of legal documentation and fulfillment of such conditions precedent as the Bank may require and subject to the Bank being satisfied (and in this respect the Bank’s decisions shall be final) that there are no material changes affecting your financial condition.
- (h) The Bank shall have received from you the letter appointing the dealer (“**Appointment Letters**”) provided always that the Appointment Letters shall be irrevocable until further notice by you to the Bank of the change of the stockbroker/dealer and such change shall be deemed to be accepted by the Bank upon the Bank’s acknowledgement the same in writing and until revocation of the Appointment Letters aforesaid, all dealings by the Dealer’s Representative on your behalf shall be deemed to be valid and conclusive.

**6. EVENTS OF DEFAULT**

All monies outstanding under the SMF Facility together with interest thereon all and other monies relating to the SMF Facility shall become immediately repayable by you upon written demand being made by the Bank or upon occurrence of any of the following events:-

- (a) If you make default in the repayment on due date of any money payable under the SMF Facility (whether principal interest or otherwise) whether formally demanded or not;
- (b) If you fail to observe or perform any of the agreements covenants stipulation terms and conditions in the Letter of Offer;
- (c) If any of your indebtedness or the indebtedness of any of your guarantor(s) (if any) becomes capable, in accordance with the relevant terms, of being declared due prematurely by reason of default by you such guarantor(s) in your of his/their obligations in respect of the same or you or any of your guarantor(s) fail to make payment on the due date for such repayment or if due on demand when demanded or the security for any such indebtedness becomes enforceable;
- (d) a distress or execution or other process of court be levied upon or issued against your property and such action is not satisfied by you within seven (7) days from such date ;
- (e) you enter into any arrangement or composition with your creditors;
- (f) if legal proceedings suits or actions of any kind whatsoever (civil or criminal) shall be instituted against you or guarantor(s) which in the opinion of the Bank would materially and adversely affect your ability or the guarantor’s ability to perform and observe you/his/her obligations under the security documents or in the guarantee as the case may be;

**ANNEXURE IV OF THE STANDARD TERMS AND CONDITIONS COVERING SHARE MARGIN FINANCING (SMF) FACILITY GRANTED BY RHB BANK BHD (“THE BANK”) FORMING PART OF THE BANK’S LETTER OF OFFER**

- (g) you or any of your guarantor(s) (if any) commit any act of bankruptcy or become bankrupt or enter into any composition or arrangement with or for the benefit of your such guarantor(s) creditor’s or allow any judgment against you or such guarantor(s) to remain unsatisfied for a period of fourteen (14) days;
- (h) your guarantor is adjudged a bankrupt;
- (i) you or any your guarantor(s) (if any act of bankruptcy or become bankrupt
- (j) any of the security documents given to the Bank is or becomes for any reason whatsoever invalid or unenforceable;
- (k) if the Bank shall in its discretion consider that the SMF Facility or any of its security position to be in jeopardy;
- (l) if you or any Security Party who is a natural person or individual dies or become insane or is adjudged a bankrupt

**7. ILLEGALITY**

If the Bank determined that the introduction or variation of any law, regulation or official directive (whether or not having the force of law) or any change in the interpretation or application makes it unlawful for the Bank to maintain, fund or given effect to its obligations under the Letter Of Offer the Bank shall immediately give written notice of such determination to you.

Upon such written notice from the Bank, the SMF Facility to such extent shall be cancelled and you will immediately pay all monies outstanding under SMF Facility together with interest and all other monies agreed to be paid by you under the Letter Of Offer.

**8. IRREVOCABLE RIGHT TO DEBIT ACCOUNT**

You may be required to maintain a Saving/Current account with the Bank and the Bank is irrevocably and unconditionally authorised to, at any time and from time to time without reference to you and without any obligation whether at law or in equity so to do, to debit your account for:-

- (a) Any repayment of any principal or interest due under the SMF Facility; and
- (b) All expenses, duties, fees and other sums due and payable arising from the SMF Facility including to insurance premium, interest, service charges and commitment fees and any tax imposed and/or to be imposed by authorities.

Provided that there are sufficient funds in the account for such debiting shall be deemed to be repayment of the amount due (except to the extent of any amount in credit in your current or other accounts) or deemed to be a waiver of an event of default.

**9. INCREASED COST**

Where the Bank determines that, as a result of the introduction or variation of any law, order, regulation or official directive (whether or not having the force of law), or any change in the interpretation or application of such law, order, regulation or official directive by any competent authority, or compliance with any request (whether or not having the force of law) from Bank Negara Malaysia or other fiscal, monetary or other authority:

- a) the cost to the Bank of making available or continuing to make available the SMF Facility is increased; or
- b) the amount of any sum received or receivable by the Bank in respect of the Bank making or continuing to make available the SMF Facilities or the effective return to the Bank under the SMF Facility is reduced; or
- c) the Bank is obliged to make any payment (except in respect of tax on overall net income) or forego any interest from the SMF Facility,

then the Bank shall notify you of the circumstances leading to the Bank’s determination, with twenty one (21) calendar days’ prior written notice with reason(s) to you prior to the effective date of the revision, and :-

- (i) you shall on demand pay to the Bank such reasonable amounts as the Bank from time to time and at any time notify you to be necessary to compensate the Bank for such additional cost, reduction, payment or foregone interest or return provided that nothing contained in the Letter Of Offer shall prevent you from taking all necessary steps to mitigate the effect of such increased cost; and
- (ii) at any time in future, so long as the circumstances giving rise to the obligation to make the compensating payment continue, you may upon giving the Bank not less than thirty (30) days’ prior written notice, cancel the SMF Facility.

**GRANTED BY RHB BANK BHD (“THE BANK”) FORMING PART OF THE BANK’S LETTER OF OFFER****10. MARKET DISRUPTION**

If in the opinion of the Bank, there has, since the date of this offer, been a change in national or international monetary, financial, economic or political conditions or currency exchange rates or exchange control which would render the SMF Facility temporarily or permanently commercially impracticable or impossible, the Bank shall notify you of such circumstances by giving you at least twenty one (21) calendar days’ prior written notice, unless otherwise stipulated by law or any regulatory authority having jurisdiction over the Bank, and :-

- (a) Whilst such circumstances exist, no utilisation of the SMF Facility will be allowed;
- (b) The Bank shall negotiate in good faith for an alternative basis acceptable to the Bank for continuing the SMF Facility; and
- (c) Unless within thirty (30) days after the giving of such notice such circumstances cease to exist or an alternative basis acceptable to the Bank is arrived at, the SMF Facility shall be cancelled.

**11. AVAILABILITY OF FUNDS/REVIEW**

The availability of the SMF Facility is subject always to availability of funds to the Bank and to the Bank’s discretion to review the SMF Facility (including the limits established by the Bank on any of the SMF Facility) at any time and from time to time.

The Bank reserves the right to terminate or withdraw the SMF Facility with prior written notice to you irrespective of whether or not you have breached any of the terms and conditions contained in the Letter of Offer or any other documents in relation to the SMF Facility.

**12. REVIEW**

The Bank reserves the right to review the SMF Facility at any time and from time to time and nothing contained in the Letter of Offer shall be deemed to impose on the Bank any obligation either at law or in equity to make or to continue to make available the SMF Facility.

**13. WAIVER AND INDULGENCE**

The terms and conditions in the Letter of Offer may be waived by the Bank in whole or in part with or without conditions at the discretion of the Bank without affecting the rights of the Bank. Any failure by the Bank to enforce any of the provisions under this Letter of Offer or any forbearance delay or indulgence granted by the Bank to you shall not be construed as a waiver of the Bank’s rights under the Letter of Offer.

**14. FINANCIAL SERVICES ACT 2013 (“FSA”)**

The granting of the SMF Facility to you shall be upon the condition that the Bank will not breach or contravene any law, legislation or regulation including, without limiting the generality of the foregoing, the provision of FSA or any other provisions thereof. In particular you are to declare to the Bank that you are not directly related as a spouse, child or parent to any of the directors, officers or employees of the RHB Banking Group. In the event any such relationship is established or discovered now or in future the Bank reserves the right immediately to terminate and recall the SMF Facility.

**15. DISCLOSURE OF CUSTOMER INFORMATION**

You understand that RHB Banking Group (“Bank”) will use, collect, record, store, share and/or process your personal information, including, without limitation:

1. personal information including your particulars, images and biometrics (the measurement and analysis of unique physical or behavioral characteristics (such as fingerprint or voice patterns) especially as a means of verifying personal identity)
2. financial data, tax residency
3. specimen signatures, as well as, digital or electronic signatures as defined under the applicable laws and regulations
4. financial standing, employment details, creditworthiness and/or suitability for any Bank’s products/services applied for
5. personal information that you provide when you apply for any of our products and services, including your views or opinions made known to the Bank via feedback or surveys;
6. information about your risk profile, investments, tax and insurance/takaful, investment objectives, knowledge and experience and/or business interests and assets
7. information relating to your activities, habits, preferences and interests arising from the use of products and services of the Bank
8. other electronic data or information relating to you such as IP addresses, cookies, activity logs, online identifiers and location data through your usage of our products and services or as part of their delivery to you

and other information relevant to you/your application for the product and / or service which:

**ANNEXURE IV OF THE STANDARD TERMS AND CONDITIONS COVERING SHARE MARGIN FINANCING (SMF) FACILITY GRANTED BY RHB BANK BHD ("THE BANK") FORMING PART OF THE BANK'S LETTER OF OFFER**

1. you have provided in this form or through any other contact with the Bank (which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), or
2. has been obtained from analysis of your payment and other transactions/services within the Bank, or
3. has been obtained from third parties such as employers, joint applicants/acountholders, 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
4. has been obtained from recordings of Closed Circuit Television (CCTV) installed at our premises including the branches located within or outside Malaysia
5. has been obtained from insurance/takaful claims or other documents; and/or
6. has been supplied and/or collected when you visit the Bank websites and/or download Bank's mobile device applications which may include your device's IP address or from data that is collected via cookies.

You expressly hereby agree, consent to and authorize the Bank to disclose any information relating to you, your affairs and/or any accounts, products and/or services provided by the Bank to you to:

1. third parties such as service providers, merchants and strategic partners, contract for services (CFS) staff, auditors, legal counsel, vendors including debt collection agencies, professional advisers, industry/financial related associations, credit bureaus or credit reporting agencies and fraud prevention agencies, other financial institutions and any of their respective agents, servants and/or such persons, whether located within or outside Malaysia, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to the Bank.
2. the entities and/or other companies within the corporate group of the Bank
3. any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;
4. any company and/or organization that assists or facilitates the processing and/or fulfillment of transactions or instructions that I/we have requested and/or given to the Bank;
5. any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to the account;

for any and/or all of the following purposes, if applicable:

- a. facilitating the business, operations, provision of the financial product/facilities and performance of the contract, services granted or provided by the Bank;
- b. providing this product and/or service and notifying you about important changes or developments to the features;
- c. updating and managing the accuracy and completeness of the Bank's records;
- d. prevention, detection or prosecution of crime, and complying with legal and regulatory obligations;
- e. 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;
- f. communications and ensuring customer satisfaction, which may include conducting surveys to improve the quality of our products and services, responding to inquiries and complaints and to generally resolve disputes;
- g. determining the amount of your indebtedness and recovering debt that you owe to the Bank;
- h. maintaining your credit history for present and future reference;
- i. enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank to evaluate your transactions which are intended to be the subject of the assignment, participation or sub-participation;
- j. for the Bank's corporate events (including networking events, launching of products, etc) /contests, of which photographs / images of you may be captured and may be used for the Bank's publications;
- k. protecting the Bank's interests; or
- l. all other purposes which are ancillary to or related with any of the above.

You understand and agree that:

1. the consent given above cannot be withdrawn where such disclosure of your information is necessary for the provision / operation of the account, product and/or service or the performance of the contract with you to comply with contractual requirements or to comply with any legal requirements in where without such information the Bank will not be able to offer product/ service requested by you.
2. Where you have provided the Bank with sensitive personal information (in particular, information consisting your physical/mental health for applications of insurance/takaful products/services), you provide consent for the Bank to process the same in the manner described pursuant to the personal data requirements under the Personal Data Protection Act 2010 and applicable guidelines including BNM Guidelines as may be issued from time to time.

**ANNEXURE IV OF THE STANDARD TERMS AND CONDITIONS COVERING SHARE MARGIN FINANCING (SMF) FACILITY GRANTED BY RHB BANK BHD (“THE BANK”) FORMING PART OF THE BANK’S LETTER OF OFFER**

3. The Bank may modify or update its Disclosure of Customer Information from time to time, a copy of which is available at [www.rhbgroup.com](http://www.rhbgroup.com).
4. You may exercise your options in respect of receiving marketing materials (including cross-selling, marketing and promotions) by visiting the branch or contact RHB Customer Contact Centre (03-9206 8118)

**16. DUTY TO VERIFY STATEMENTS OF ACCOUNTS**

You are to verify all statements of accounts sent to you by the Bank and immediately revert to the Bank in the event of any discrepancy in such statements of accounts failing they shall be deemed to be conclusive and binding against you.

**17. STATEMENT BY BANK**

The certificate of the Bank as to the amount outstanding, due and payable, shall be final and conclusive and shall not, save for obvious error, be questioned on any account whatsoever.

**18. SUSPENSE ACCOUNT**

Any money received by the Bank in respect of the SMF Facility may be kept to the credit of suspense account for so long as the Bank thinks fit up to maximum period as allowed under the internal policy of the Bank without any obligation in the meantime to apply the same or any part thereof in or towards settlement of any liabilities due by you to the Bank.

**19. BANKRUPTCY/WINDING UPSEARCH**

The Bank will conduct bankruptcy searches on you prior to the utilisation of the SMF Facility and at any time or from time to time after such utilization. In the event that any of the searches confirm that you are an adjudged bankrupt or if there are any legal proceedings suits or actions of any kind (civil or criminal) being instituted against you, the Bank reserves the right, with prior written notice, to withdraw, cancel, terminate and/ or recall the SMF Facility granted to you.

**20. SET OFF/COMBINATION OR CONSOLIDATION OF ACCOUNTS**

- (a) The Bank shall be entitled (but shall not be obliged) at any time by giving seven (7) calendar days’ prior written notice to you to combine, consolidate or merge all or any of your accounts and liabilities with and to the Bank anywhere whether in or outside Malaysia, whether alone or jointly with any other person and may transfer or set off any sums in credit in such accounts in or towards satisfaction of any of your liabilities whether actual or contingent, primary or collateral. This shall apply even if the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency and the Bank is authorised to effect any necessary conversions at the Bank’s prevailing rate of exchange.
- (b) The Bank further reserves the right at any time and without notice to you to debit any of your accounts (whether in credit or debit) with the Bank for all repayments due and payable by your howsoever to the Bank.

**21. OTHER TERMS AND CONDITIONS**

- (a) You shall open a current account with the Bank and the SMF Facility shall be utilised by drawing against such account.
- (b) Utilisation of the SMF Facility shall be in such manner as the Bank may from time to time prescribe and notify.
- (c) You are to operate your account with the Bank in a satisfactory manner and pay the money payable under the SMF Facility promptly failing which the Bank reserves the right to vary the terms and conditions imposed including the interest rate by giving twenty one (21) days prior written notice with reason(s).
- (d) The interest on any principal monies including capitalised interest shall at the end of each month be capitalised and added for all interest rate and despite the fact that the relationship of banker-customer between the Bank and you may cease for any reason whatsoever.
- (e) In the event the Bank recalls the SMF Facility or any part thereof, the Bank shall have the further right to impose at the Bank’s discretion additional interest on the amount outstanding.
- (f) The Bank reserves the right to capitalise interest in the event that the SMF is under recall despite the termination of Banker-Customer relationship for any reason whatsoever. The Bank shall charge additional interest at such rate may be imposed at any time and from time to time by the Bank at its discretion as well after as before judgement.
- (g) No delay in exercising or omission to exercise any right, power or remedy accruing to the Bank upon any default on your part shall impair such right, power or remedy or be construed to be waiver thereof or an acquiescence in such default.
- (h) If any of the provisions of this Letter becomes invalid, illegal or unenforceable in respect of any law, the validity, legality or enforceability of the remaining provisions in the Letter of Offer shall not in any way be affected or impaired.
- (i) The Bank reserves the right to vary, substitute, add and/or subtract security imposed in relation to the SMF Facility by giving twenty one (21) calendar days’ prior written notice with reason(s).

**ANNEXURE IV OF THE STANDARD TERMS AND CONDITIONS COVERING SHARE MARGIN FINANCING (SMF) FACILITY GRANTED BY RHB BANK BHD (“THE BANK”) FORMING PART OF THE BANK’S LETTER OF OFFER**

**22. SERVICES TAX**

You agree to bear all and any services tax pursuant to Service Tax 2018 imposed or assessed on the charges and/or fees (if applicable) at the rate levied by the authority in connection with the SMF Facility granted by the Bank to you

**23. ANTI-MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 (ACT 613) (“AMLA”)**

23.1 You hereby represents, warrants, and undertakes with the Bank that:-

- a) you have not engaged, and shall not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;
- b) you have not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and shall not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence;
- c) you have not removed from or brought into Malaysia, and shall not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence;
- d) you have not concealed, disguised or impeded, and shall not at any time conceal, disguise or impede, the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of an unlawful activity or instrumentalities of an offence;
- e) you will at all times comply with the Regulatory Requirements (as defined below in Clause 23.3);
- f) you will be fully liable if found to have contravened the Regulatory Requirements (as defined below in Clause 23.3) causing legal repercussion to RHB due to its actions; and
- g) you understands that any breach(es) due to AMLA and sanction requirements are non-negotiable.

23.2 For the purpose of this Clause, the following are the definitions:

**“instrumentalities of an offence”** means:-

- a) any thing which is used in, or in connection with, the commission of any unlawful activity; or
- b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,

whether the thing or property is situated within or outside Malaysia.

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

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

**“property”** means:-

- a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or
- b) legal documents or instruments in any form, including electronic or digital, evidencing title to, or interest in, such assets, including currency, bank credits, deposits and other financial resources, traveller’s cheques, bank cheques, money orders, capital market products, drafts and letters of credit,

whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;

**“unlawful activity”** means: -

- a) any activity which constitutes any serious offence or any foreign serious offence; or
- b) any activity which is of such a nature, or occurs in such circumstances, that it results in or leads to the commission of any serious offence or any foreign serious offence,

regardless whether such activity, wholly or partly, takes place within or outside Malaysia;

**“serious offence”** means: -

- a) any of the offences specified in the Second Schedule of AMLA;
- b) an attempt to commit any of those offences; or
- c) the abetment of any of those offences;

“**transaction**” includes an arrangement to open an account involving two (2) or more persons and any related transaction between any of the persons concerned and another;

23.3 You acknowledge and agrees with the Bank that:-

- a) the Bank is obliged to comply with all applicable laws, regulations, directives, policy documents, guidelines, practice directions, sanctions, industry standards and practices and other requirements, including without limitation the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013 and the Islamic Financial Services Act 2013, to which the Bank as a licensed Islamic financial institution may from time to time be subject to in Malaysia (collectively, “**Regulatory Requirements**”);
- b) the Bank shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
- c) if the Bank is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for the Bank to approve the Facility has occurred or arisen, or the approval of the Facility would contravene any of the Regulatory Requirements (in whole or in part), including without limitation the Bank’s receipt of any alert or positive name match from the relevant checks conducted on you and any related third party involved in the underlying transaction(s) (including without limitation the vendor/ developer/ promoter/ agent/ trustee/ supplier who are involved in the provision of services) by the Bank pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this document, the Bank shall, at any time by giving not less than fourteen (14) working day’s written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-
  - (i) Suspend the Facility, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/or
  - (ii) Cancel the Facility and terminate its relationship with the Customer, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.
- d) If the Facility is cancelled/terminated by the Bank pursuant to their compliance to Regulatory Requirements:-
  - (i) no utilisation or further utilisation of the services under the Facility shall be allowed; and
  - (ii) the Bank shall be entitled to exercise all or any of its rights and remedies available to it under the relevant facilities agreement, the security documents, the applicable laws or otherwise;
- e) you shall provide all such documents and information as the Bank may require (at all times during the term of the Facility) for the purposes of complying with the Regulatory Requirements;
- f) the Bank shall be entitled to stop all services to be performed and received under the Facility until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.

#### **24. MALAYSIAN ANTI-CORRUPTION COMISSION ACT 2009 ("MACC ACT")**

- 24.1 You are required to read and understand the RHB Bank Berhad’s Group Anti-Bribery & Corruption Policy which is available on the Bank’s website at [www.rhbgroup.com](http://www.rhbgroup.com). If you do not understand the policies, procedures or any related updates, you may contact RHB’s Group Integrity & Governance Division at [integrity.governance@rhbgroup.com](mailto:integrity.governance@rhbgroup.com).
- 24.2 You represent and warrant to the Bank that you are in compliance with all the relevant laws, regulatory requirements and the anti-corruption policies and procedures of the Bank, including all anti-corruption and anti-bribery laws and regulatory requirements, and will at all times remain in compliance with all such laws, regulatory requirements and the anti-corruption policies and procedures of the Bank. You agree that you will co-operate with the Bank to complete any verification exercises conducted by the Bank in accordance with the anti-corruption policies and procedures of the Bank, including providing all documents and/or information required by the Bank.
- 24.3 You further represent and warrant to the Bank that you have not nor are suspected of having given, promised, offered, solicited, accepted, obtained, received, agreed or attempted so to do, and will not at any time give, promise, offer, solicit, accept, obtain, receive, agree or attempt so to do, any forms of gratification, whether directly or indirectly, to or from any person connected or associated to the SMF Facility or your affairs or business (“**Person**”) in order to:
  - (i) improperly influence any act, omission or decision by that Person in respect of any matter or transaction, whether actual or proposed or likely to take place; or
  - (ii) improperly induce that Person to use the Person’s influence with or on any entity or any other person to affect any act, omission or decision by such entity or other person; or
  - (iii) secure any improper advantage.

**ANNEXURE IV OF THE STANDARD TERMS AND CONDITIONS COVERING SHARE MARGIN FINANCING (SMF) FACILITY GRANTED BY RHB BANK BHD (“THE BANK”) FORMING PART OF THE BANK’S LETTER OF OFFER**

For purposes of this Letter of Offer, the “gratification” has the meaning set out in Section 3 of the MACC Act (*Interpretation*), which is extracted below:

- a) money, donation, gift, loan/facilities, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage;
- b) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- c) any repayment, release, discharge or liquidation of any loan/ facilities, obligation or other liability, whether in whole or in part;
- d) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- e) any forbearance to demand any money or money’s worth or valuable thing;
- f) any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and
- g) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).

24.4 You agree that you shall upon the occurrence of any of the above stated events, at the earliest opportunity thereafter, report such events to the Malaysian Anti-Corruption Commission or a police officer, and the confidential reporting channel (Speak Up Corner) of the Bank available on the Bank’s corporate website at [www.rhbgroup.com](http://www.rhbgroup.com). Failure to make such report amounts to an offence and on conviction will attract a fine not exceeding Ringgit Malaysia Ten Thousand (RM10,000.00) or imprisonment for a term not exceeding two (2) years or both.

24.5 The occurrence of any of the foregoing activities shall amount to an event of default under the SMF Facility and the Bank shall be entitled without further notice to you to immediately exercise all or any of its rights, powers and remedies under the SMF Facility or by statute or otherwise, and the Bank shall make the necessary disclosures in compliance with the relevant laws and regulatory requirements.

**25. FOREIGN ACCOUNT TAX COMPLIANCE ACT (“FATCA”)/COMMON REPORTING STANDARD (“CRS”)**

- a) If there are any updates/changes that affect your tax residency / FATCA / CRS status, you agree to notify and furnish the Bank with relevant foreign Tax Identification Number (“**TIN**”) and/or documentary evidence within thirty (30) days of such change. Further, you consent to and authorise the Bank to perform any of the following, if applicable:
  - (i) withhold any applicable payments in the account(s);
  - (ii) report/disclose/exchange any information/documents relating to your accounts/affairs to the Inland Revenue Board of Malaysia or any foreign tax authorities/inland revenue authorities in compliance with any tax requirements; and
  - (iii) terminate (with prior written notice) your contractual relationship(s) with the Bank.
- b) By using or accepting the SMF-i Facility, you confirm and agree that:
  - (i) you have read the terms and conditions in relation to FATCA and CRS and fully understand the implications of these terms and conditions by which you irrevocably agree to be bound;
  - (ii) any agreement, waiver, representation and/or confirmation given in, or to be given pursuant to, these terms and conditions is irrevocable;
  - (iii) it is your responsibility to obtain independent professional advice from adequately qualified legal or tax advisors on your obligations under and the consequences of these terms and conditions. The Bank does not provide tax or legal advice and are unable to advise you regarding the United States federal income tax or other tax consequences to you under your particular circumstances; and
  - (iv) in the event of any conflict or inconsistency between any of the contents of these terms and conditions and other terms and conditions that govern your relationship with the Bank, these terms and conditions in relation to FATCA and CRS shall prevail.

For clarification, unless the context hereunder requires otherwise, the following words and expressions shall have the following meaning:

“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.

“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).

**ANNEXURE IV OF THE STANDARD TERMS AND CONDITIONS COVERING SHARE MARGIN FINANCING (SMF) FACILITY GRANTED BY RHB BANK BHD (“THE BANK”) FORMING PART OF THE BANK’S LETTER OF OFFER**

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.

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

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

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

"Reportable Jurisdiction" means a jurisdiction with which an obligation to provide financial account information is in place and that is identified in a published list.

"Reportable Persons" means an individual (or entity) that is tax resident in a Reportable Jurisdiction under the laws of that jurisdiction. The Customer will normally be the "Reportable Person"; however, in the case of a Customer that is a Passive NFE, a Reportable Person also includes any Controlling Persons who are tax resident in a Reportable Jurisdiction. Dual resident individuals may rely on the tiebreaker rules contained in tax conventions (if applicable) to solve cases of double residence for purposes of determining their residence for tax purposes.

"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 utilise 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.

"Tax Information" in respect of you and any Controlling Person, means: (i) any documentation or information (and accompanying statements, forms, representations, waivers and consents as the RHB Banking Group may from time to time require or as you and any Controlling Person from time to time give) relating, directly or indirectly, to the tax status of you and any Controlling Person; (ii) personal Information of the Customer and any Controlling Person; (iii) account information; and (iv) any other information received by any member of the RHB Banking Group in relation to you, including information collected and maintained pursuant to Anti-Money Laundering/ Know Your Customer (AML/KYC) procedures.