



ANNOUNCEMENT:

Updated RHB Credit Card/-i Services Visa Card / Mastercard Cardmember/Cardholder Agreement with effective 1 November 2022

Dear Valued Cardmembers/ Cardholders,

Please be informed the RHB Credit Card/-i Services Visa Card / Mastercard Cardmember/Cardholder Agreement will be updated to include the Malaysian Anti-Corruption Commission (MACCA) clause and refinement of Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (Act613) (AMLATFPUAA) clause.

A copy of the updated Agreement will be made available at www.rhbgroup.com from 1 November 2022 onwards.

Summary of changes as below:

A. RHB Credit Card Services Visa Card / Mastercard Cardmember Agreement (Conventional)

No	Changes for RHB Credit Card Services Visa Card / Mastercard Cardmember Agreement with effective from 1 November 2022
1	<p data-bbox="261 1102 1481 1144"><u>Inclusion of sub clauses for 1.1 under Definitions and Interpretation</u></p> <p data-bbox="261 1176 1481 1249">1.1 a) AMLATFPUAA means the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (Act 613) (“AMLA”).</p> <p data-bbox="261 1281 1481 1312">1.1 u) Gratification means: -</p> <ul data-bbox="357 1323 1481 1852" style="list-style-type: none"><li data-bbox="357 1323 1481 1417">(i) money, donation, gift, loan, 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;<li data-bbox="357 1428 1481 1491">(ii) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;<li data-bbox="357 1501 1481 1564">(iii) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;<li data-bbox="357 1575 1481 1638">(iv) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;<li data-bbox="357 1648 1481 1680">(v) any forbearance to demand any money or money’s worth or valuable thing;<li data-bbox="357 1690 1481 1852">(vi) 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

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	<p>(vii) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding clauses (i) to (vi) above.</p> <p>1.1 v) MACCA means the Malaysian Anti-Corruption Commission Act, 2009</p>
2	<p>Inclusion of clause 11.8</p> <p>11.8 The Cardmember hereby:-</p> <p>(a) represents and warrants to, and undertakes with, RHB Bank that:-</p> <p>(i) it has not engaged, and will not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence;</p> <p>(ii) it has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and will 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;</p> <p>(iii) it has not removed from or brought into Malaysia, and will not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence; and</p> <p>(iv) it has not concealed, disguised or impeded, and will 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;</p> <p>(b) acknowledges and agrees with RHB Bank that:-</p> <p>(i) RHB 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 AMLA, the Strategic Trade Act 2010 and the Financial Services Act 2013, to which RHB Bank as a licensed financial institution may from time to time be subject to (collectively, “Regulatory Requirements”);</p> <p>(ii) RHB Bank will be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;</p> <p>(iii) if RHB Bank is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for RHB Bank</p>

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	<p>to approve the application for the Card or to allow the use of the Card, has occurred or arisen, or the approval of the application for the Card or allowing the use of the Card, would contravene any of the Regulatory Requirements (in whole or in part), including without limitation RHB Bank's receipt of any alert or positive name match from the relevant checks conducted on the Cardmember and any related third party involved in the underlying transaction(s) (including without limitation the vendors, merchants and/or third party service providers to whom the Card is to be credited) by RHB Bank pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Agreement, RHB Bank will, by giving not less than 14 working days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-</p> <ul style="list-style-type: none"> (aa) reject the Cardmember's application and do all such acts and things as may be necessary to comply with the Regulatory Requirements; (bb) suspend the Card, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or (cc) cancel the Card and terminate its relationship with the Cardmember, and do all such acts and things as may be necessary to comply with the Regulatory Requirements. <p>If the Card is cancelled / terminated by RHB Bank pursuant to their compliance to Regulatory Requirements: -</p> <ul style="list-style-type: none"> (aa) the debts will immediately become due and payable; (bb) no utilisation of the Card will be allowed; and (cc) RHB Bank will be entitled to exercise all or any of its rights and remedies available to it under this Agreement and the applicable laws or otherwise; (iv) it will provide all such documents and information as RHB Bank may require (at all times during the term of the business relationship) for the purposes of complying with the Regulatory Requirements; (v) RHB Bank will be entitled to freeze / seize the Card under its control or due from any source to it, pursuant to order(s) from enforcement agency(ies) until such further notice (revocation order) is received

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	<p>from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.</p> <p>(c) undertakes and agrees with RHB Bank that:-</p> <ul style="list-style-type: none"> (i) it will at all times observe with RHB Bank’s steps in undertaking their obligations towards complying with the Regulatory Requirements; (ii) it will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to RHB Bank due to its actions; and (iii) it understands that any breach(es) due to AMLA and sanction requirements are non-negotiable. <p>For the purpose of this Clause 11.8: -</p> <p>“instrumentalities of an offence” means: -</p> <ul style="list-style-type: none"> (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, <p>whether the thing or property is situated within or outside Malaysia.</p> <p>“proceeds of an unlawful activity” means any property, or any economic advantage or economic gain from such property, within or outside Malaysia: -</p> <ul style="list-style-type: none"> (a) which is wholly or partly: - <ul style="list-style-type: none"> (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 sub-clause (i); or (iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in sub-clause (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

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	<p>other property referred to in sub-clause (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of sub-clause (a) (i), (ii) or (iii);</p> <p>“property” means: -</p> <ul style="list-style-type: none"> (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; <p>“unlawful activity” means: -</p> <ul style="list-style-type: none"> (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, <p>regardless whether such activity, wholly or partly, takes place within or outside Malaysia;</p> <p>“serious offence” means: -</p> <ul style="list-style-type: none"> (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; <p>“transaction” includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.</p> <p>Note: Under Section 4 of the AMLA, any person who commits a money laundering offence and shall on conviction be liable to imprisonment for a term not exceeding fifteen (15) years and shall also be liable to a fine of not less than five (5) times the sum or value of the proceeds of an unlawful activity or instrumentalities of an offence at the time the offence was committed or five million ringgit (RM5million), whichever is the higher.</p>

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3	<p data-bbox="261 264 1479 338">Revision of clause 18 from ANTI MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 (ACT 613) ('AMLA') to MACCA</p> <p data-bbox="261 338 1479 793">18.1 (a) The Cardmember has been advised to read and understand and has read and understood the anti-corruption and anti-bribery policies and procedures of RHB Bank that are available on RHB Bank website at www.rhbgroup.com. The Cardmember will be notified by RHB Bank of any amendments or revisions to the anti-corruption and anti-bribery policies and procedures of RHB Bank, and the Cardmember will also to read and understand such amendments or revision, which will be made available on RHB Bank's website at www.rhbgroup.com. The Cardmember further understands that the Cardmember may contact RHB Bank's Group Integrity & Governance Division at integrity.governance@rhbgroup.com if the Cardmember do not understand the policies, procedures or any related updates.</p> <p data-bbox="261 793 1479 940">(b) The Cardmember agrees that the breach by the Cardmember of any of the section under this Clause 18.1(a) amounts to a material breach of the terms or conditions of this Agreement and Clause 11 will apply.</p>

B. RHB Islamic Bank Berhad Credit Card-i Services Visa Card / Mastercard Cardholder Agreement (Islamic)

No	Changes for RHB Islamic Bank Berhad Credit Card-i Services Visa Card / Mastercard Cardholder Agreement with effective from 1 November 2022
1	<p><u>Inclusion of sub clauses for 1.1 under Definitions and Interpretation</u></p> <p>1.1 b) “AMLATFPUAA” means the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act, 2001 (Act 613) (“AMLA”).</p> <p>1.1 v) “Gratification” means: -</p> <ul style="list-style-type: none"> (i) money, donation, gift, loan, 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; (ii) any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity; (iii) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part; (iv) any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage; (v) any forbearance to demand any money or money’s worth or valuable thing; (vi) 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 (vii) any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding clauses (i) to (vi) above. <p>1.1 x) “MACCA” means the Malaysian Anti-Corruption Commission Act, 2009</p>
2	<p>Inclusion of clause 12.8</p> <p>The Cardholder hereby:-</p> <p>(a) represents and warrants to, and undertakes with, RHB Islamic Bank that:-</p> <ul style="list-style-type: none"> (i) it has not engaged, and will not at any time engage, directly or indirectly, in a transaction that involves proceeds of an unlawful activity or instrumentalities of an offence; (ii) it has not acquired, received, possessed, disguised, transferred, converted, exchanged, carried, disposed of or used, and will not at any time acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose of or use, proceeds of an unlawful activity or instrumentalities of an offence; (iii) it has not removed from or brought into Malaysia, and will not at any time remove from or bring into Malaysia, proceeds of an unlawful activity or instrumentalities of an offence; and

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	<p>(iv) it has not concealed, disguised or impeded, and will 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;</p> <p>(b) acknowledges and agrees with RHB Islamic Bank that:-</p> <p>(i) RHB Islamic 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 AMLA, the Strategic Trade Act 2010 and the Islamic Financial Services Act 2013, to which RHB Islamic Bank as a licensed financial institution may from time to time be subject to (collectively, “Regulatory Requirements”);</p> <p>(ii) RHB Islamic Bank will be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;</p> <p>(iii) if RHB Islamic Bank is of the opinion that any event or circumstance (whether related or not), which would make it unlawful or illegal for RHB Islamic Bank to approve the application for the Card or to allow the use of the Card, has occurred or arisen, or the approval of the application for the Card or allowing the use of the Card, would contravene any of the Regulatory Requirements (in whole or in part), including without limitation RHB Islamic Bank’s receipt of any alert or positive name match from the relevant checks conducted on the Cardholder and any related third party involved in the underlying transaction(s) (including without limitation the vendors, merchants and/or third party service providers to whom the Card is to be credited) by RHB Islamic Bank pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Agreement, RHB Islamic Bank will, by giving not less than fourteen (14) working days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-</p> <p>(aa) reject the Cardholder’s application and do all such acts and things as may be necessary to comply with the Regulatory Requirements;</p> <p>(bb) suspend the Card, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or</p> <p>(cc) cancel the Card and terminate its relationship with the Cardholder, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.</p> <p>If the Card is cancelled / terminated by RHB Islamic Bank pursuant to their compliance to Regulatory Requirements: -</p> <p>(aa) the debts will immediately become due and payable;</p>

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	<p>(bb) no utilisation of the Card will be allowed; and</p> <p>(cc) RHB Islamic Bank will be entitled to exercise all or any of its rights and remedies available to it under this Agreement and the applicable laws or otherwise;</p> <p>(iv) it will provide all such documents and information as RHB Islamic Bank may require (at all times during the term of the business relationship) for the purposes of complying with the Regulatory Requirements;</p> <p>(v) RHB Islamic Bank will be entitled to freeze / seize the Card under its control or due from any source to it, pursuant to order(s) from enforcement agency(ies) until such further notice (revocation order) is received from the said enforcement agency or the cease of the order (whichever the first); or unless there is a variation order.</p> <p>(c) undertakes and agrees with RHB Islamic Bank that:-</p> <p>(i) it will at all times observe with RHB Islamic Bank’s steps in undertaking their obligations towards complying with the Regulatory Requirements;</p> <p>(ii) it will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to RHB Islamic Bank due to its actions; and</p> <p>(iii) it understands that any breach(es) due to AMLA and sanction requirements are non-negotiable.</p> <p>For the purpose of this Clause 12.8: -</p> <p>“instrumentalities of an offence” means: -</p> <p>(a) any thing which is used in, or in connection with, the commission of any unlawful activity; or</p> <p>(b) any property which is wholly or partly used in, or in connection with, the commission of any unlawful activity,</p> <p>whether the thing or property is situated within or outside Malaysia.</p> <p>“proceeds of an unlawful activity” means any property, or any economic advantage or economic gain from such property, within or outside Malaysia: -</p> <p>(a) which is wholly or partly: -</p> <p>(i) derived or obtained, directly or indirectly, by any person from any unlawful activity;</p> <p>(ii) derived or obtained from a disposal or other dealings with the property referred to in</p>

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	<p>sub-clause (i); or</p> <p>(iii) acquired using the property derived or obtained by any person through any disposal or other dealings referred to in sub-clause (i) or (ii); or</p> <p>(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 sub-clause (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of sub-clause (a) (i), (ii) or (iii);</p> <p>“property” means: -</p> <p>(a) assets of every kind, whether corporeal or incorporeal, moveable or immovable, tangible or intangible, however acquired; or</p> <p>(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,</p> <p>whether situated within or outside Malaysia, and includes a legal or equitable interest, whether full or partial, in any such property;</p> <p>“unlawful activity” means: -</p> <p>(a) any activity which constitutes any serious offence or any foreign serious offence; or</p> <p>(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,</p> <p>regardless whether such activity, wholly or partly, takes place within or outside Malaysia;</p> <p>“serious offence” means: -</p> <p>(a) any of the offences specified in the Second Schedule of AMLATFPUA;</p> <p>(b) an attempt to commit any of those offences; or</p> <p>(c) the abetment of any of those offences;</p> <p>“transaction” includes an arrangement to open an account involving two or more persons and any related transaction between any of the persons concerned and another.</p> <p><u>Note:</u> Under Section 4 of the AMLA, any person who commits a money laundering offence and shall on conviction be liable to imprisonment for a term not exceeding 15 years and shall also be liable to</p>

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	a fine of not less than 5 times the sum or value of the proceeds of an unlawful activity or instrumentalities of an offence at the time the offence was committed or five million ringgit (RM5million), whichever is the higher.
4	<p>Revision of clause 19 from ANTI MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 (ACT 613) ('AMLA') to MACCA</p> <p>19.1 (a) The Cardholder has read and understood the anti-corruption and anti-bribery policies and procedures of RHB Islamic Bank that are available on RHB website at www.rhbgroup.com. The Cardholder will be notified by RHB Islamic Bank of any amendments or revisions to the anti-corruption and anti-bribery policies and procedures of RHB Islamic Bank, and the Cardholder will also to read and understand such amendments or revision, which will be made available on RHB's website at www.rhbgroup.com. The Cardholder further understands that the Cardholder may contact RHB Bank's Group Integrity & Governance Division at integrity.governance@rhbgroup.com if the Cardholder do not understand the policies, procedures or any related updates.</p> <p>(b) The Cardholder agrees that the breach by the Cardholder of any of the section under this Clause 19.1(a) amounts to a material breach of the terms or conditions of this Agreement and Clause 12 will apply.</p>

Thank you.

7 October 2022