



SUPPLEMENTAL TERMS AND CONDITIONS IN RELATION TO FOREIGN ACCOUNT TAX COMPLIANCE ACT

Below is the *Supplemental Terms and Conditions to the RHB Securities Hong Kong Limited Terms and Conditions of Institutional Professional Investor Account in Relation to Foreign Account Tax Compliance Act* (hereinafter the “**FATCA T&C**”). These terms are additional and supplemental to the *RHB Securities Hong Kong Limited Terms and Conditions for Securities Trading* (“**RHB Securities T&C**”). Where any conflict or inconsistency arises between any provision of the FATCA T&C and any provisions of the RHB Securities T&C, the provisions of FATCA T&C shall prevail insofar as FATCA compliance, client consent and undertaking regarding Personal Data (as defined under the Definitions section below) disclosure, indemnity, and rights of RHB Securities Hong Kong Limited (“**RHB Securities**”), are concerned.

Terms or phrases not defined under this FATCA T&C shall have the same meaning as those under the RHB Securities T&C.

Definitions

- i. “**Code**” means the U.S. Internal Revenue Code of 1986, as amended.
- ii. “**FATCA**” means
 - (a) the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Service under Sections 1471 to 1474 of the Code or any associated treasury regulations, as amended or supplemented from time to time, or other official guidance;
 - (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; or
 - (c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction.
- iii. “**FATCA Withholding**” means a deduction or withholding from a payment under the agreement as stated in ii(c) above as required by FATCA.
- iv. “**FATCA Withholdable Payments**” include payments of interest (including original issue discount), dividends, and other items of fixed or determinable annual or periodical gains, profits, and income, in each case, from sources within the U.S., as well as gross proceeds from the sale of any property of a type which can produce interest or dividends from sources within the U.S. FATCA will also require withholding on the gross proceeds of such sales for payments made after December 31, 2016. Certain U.S. sourced financial payments in connection with lending transactions, investment advisory fees, custodial fees, bank or brokerage fees are also included.
- v. “**Personal Data**” includes the following types of information:
 - (a) “**Account Information**” shall include, but is not limited to, Personal Information (as defined below under (v)(b)), account balance, financial information, any and all correspondence with and/or in relation to the Client, and any and all papers, records, evaluations, assessments, materials or other documents or information.
 - (b) “**Personal Information**” in respect of a Client and any Controlling Person, i.e. the natural persons who exercise control over an entity and shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations, means: (i) where the Client 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), in-care-of address, hold



mail address, U.S. taxpayer identification number, foreign tax identification number, U.S. employer identification number, U.S. social security number, citizenship(s), residency(ies), tax residency(ies), bank account (including name and number) for standing instruction, address (permanent, residential or mailing) of authorized signatory or power-of-attorney or (if applicable) such other information as RHB Securities and Relevant Entity (as defined below) may reasonably require regarding such Client and any Controlling Person; (ii) where the Client is a corporate/entity, its full name, date and place of incorporation or formation, registered office address, address of place of business, in-care-of address, hold mail address, U.S. tax identification number, foreign tax identification number, tax status, tax residency(ies), bank account (including name and number) for standing instruction, address (permanent residential or mailing) of authorized signatory or power-of-attorney, its status under FATCA or (if applicable) such other information as the RHB Bank Group may reasonably require regarding such client and/or each of its Controlling Persons.

- (c) “**Tax Information**” in respect of a Client and any Controlling Person, means: (i) any documentation or information (and accompanying statements, forms, representations, waivers and consents as RHB Securities and Relevant Entity may from time to time require or as the Client and any Controlling Person from time to time give) relating, directly or indirectly, to the tax status of the Client and any Controlling Person; (ii) Personal Information of the Client and any Controlling Person; (iii) Account Information; and (iv) any other information received by any member of the RHB Bank Group in relation to the Client including (but not limited to) information collected and maintained pursuant to anti-money laundering/know your customer (AML/KYC) procedures.
- vi. “**RHB Bank Group**” for the purposes of this FATCA T&C means RHB Bank Berhad, RHB Investment Bank Berhad, RHB Futures Hong Kong Limited, RHB Securities Hong Kong Limited, their respective Affiliates, holding/subsidiaries, related companies and successors in title and assigns collectively or individually. “**Affiliates**” means, with respect to a company, any other entity that, directly or indirectly through one or more intermediaries, owns or controls, is owned or controlled by, or is under common ownership or control with, such company, where “**own**” means the power to direct the management or policies of or control the composition of the board of directors of the relevant entity or ownership and control of more than half of the voting power in general meetings of the relevant entity.

Client’s Responsibilities and Consent

- (a) In order to comply with FATCA and in accordance with any applicable local or foreign law, legislation or regulation and/or to satisfy reporting obligations, the Client acknowledges, expressly consents, authorizes and agrees that RHB Securities and/or the relevant entity under RHB Bank Group (the “**Relevant Entity**”) may and shall gather, store, use, process, disclose and report any Account Information/Personal Information/Tax Information (collectively, the “**Personal Data**”, as defined under Definitions Section above) that are provided to RHB Securities and the RHB Bank Group to the following parties, from time to time and on an ongoing basis during the Client’s account relationship with RHB Securities and following termination of the Client’s account relationship with RHB Securities, as required by the applicable laws and regulations governing the Client and RHB Bank Group:
- 1) The Internal Revenue Service of the United States Federal Government (the “**US IRS**”), and/or
 - 2) applicable agencies and/or authorities under the United States Federal Government (the “**US Federal Government Agencies**”), and/or
 - 3) applicable agencies, regulators or authorities in Hong Kong (including but not limited to the Inland Revenue Department of the Hong Kong SAR Government (the “**HK IRD**”), and/or
 - 4) the Securities and Futures Commission of Hong Kong (the “**SFC**”), and/or
 - 5) any other applicable regulators governing RHB Securities for the purposes of compliance with FATCA and associated regulations (such as regulations and laws necessitating RHB Securities’ escalation of



- suspected money laundering caused by alleged tax evasion activities by the Client), and/or
- 6) any counterparties, services providers providing services facilitating FATCA compliance, and/or any of their affiliates, agents, employees or delegates and/or
 - 7) the head office of RHB Securities, and/or any other companies or offices within the RHB Bank Group and any other person under a duty of confidentiality to the Relevant Entity which has undertaken to keep such information confidential, and their respective professional advisers.
- (b) RHB Securities and RHB Bank Group reserves the right to request and the Client has the obligation to provide to RHB Securities and/or RHB Bank Group additional documentary evidence to validate the U.S. or non-U.S. status when potential U.S. indicia or change in circumstances is noted by RHB Securities during the course of account relationship.
- (c) If the Client fails to provide RHB Securities and/or RHB Bank Group with any of the necessary Personal Data or to take action as is specified by RHB Securities and/or RHB Bank Group within the time period specified and/or fails to respond or provide Personal Data as is required by RHB Securities and/or RHB Bank Group from time to time during the account relationship, RHB Securities and/or RHB Bank Group shall be entitled to take any action and/or pursue all remedies at its disposal, at its sole and absolute discretion without direct or indirect liabilities to the Client, and to the extent permitted by applicable laws and regulations, including but not limited to RHB Securities exercising its right to suspend and/or close the Client's Account, and/or classify the Client's Account as "non-consenting" or "nonparticipating FFI", and/or execute withholding and reporting under FATCA regulations, and/or recover damages and costs from the Client due to the Client's breach of any of these FATCA obligations stated under the FATCA T&C herein.
- (d) The Client acknowledges and agrees to on demand, indemnify and keep indemnified RHB Bank Group, RHB Securities, their affiliates or related companies, and their respective directors, officers, FATCA responsible officers, SFC managers-in-charge, and relevant employees (each, a "Relevant Person"), for any and all losses, claims, damages, liabilities or expenses which any Relevant Person may suffer or incur arising out of or in connection with (i) any breach of any representations, undertakings and warranties made by the Client as stipulated and/or required under the FATCA T&C and related ongoing compliance and/or disclosure obligations, (ii) any failure or alleged failure of the Client to perform its obligations under this FATCA T&C and/or per FATCA compliance generally, or (iii) any Relevant Person's role in connection herewith (including, in each case, actions arising out of RHB Bank Group and/or RHB Securities and each of Relevant Person's actions for the purposes of fulfilling RHB Bank Group and/or RHB Securities' duties and obligations facing the US IRS pursuant to FATCA and each of Relevant Person's reliance on the Client's representations, undertaking, and warranties and disclosure of information when doing so), and the Client shall accordingly reimburse RHB Bank Group and/or RHB Securities and any Relevant Person for all properly incurred expenses (including legal fees, consultancy fees in defending such actions or suits, and any applicable costs) as they are incurred by such Relevant Person and/or RHB Bank Group and/or RHB Securities in connection with investigating, preparing and/or defending any such action, investigations, or claim, whether or not in connection with a pending or threatened litigation in which such Relevant Person, RHB Bank Group and/or RHB Securities is/are a party(ies), and whether or not in connection with a regulatory action or enquiry from the US Federal Government Agencies, the US IRS, or applicable authorities and regulators in Hong Kong (including but not limited to the SFC and the HK IRD), and/or any other applicable regulators governing, or whose rules are binding on or applicable to, RHB Bank Group and/or RHB Securities.

General Disclosure on Foreign Account Tax Compliance Act

Under the U.S. Foreign Account Tax Compliance Act, or FATCA, all non-United States entities in a broadly defined class of financial institutions ("FI"s), are required to comply with an extensive documentation and reporting regime, or, beginning from July 1, 2014, be subject to a 30% United States withholding tax on certain U.S. payments constituting "withholdable payments" (beginning in 2017, a 30% withholding tax applies to gross proceeds from the sale of assets which could produce withholdable payments and foreign passthru payments).



Certain passive non-U.S. entities which are not FIs are required to either certify they have no substantial U.S. beneficial ownership or report certain information with respect to their substantial U.S. beneficial ownership, or, beginning from July 1, 2014, become subject to the same 30% U.S. withholding tax as described above. The reporting obligations imposed under FATCA generally require FIs to obtain and disclose information about certain clients to the US IRS.

The impact of FATCA on FIs in a specific jurisdiction may be modified by an Intergovernmental Agreement between the U.S. and that jurisdiction. The Hong Kong SAR Government has concluded a Model 2 IGA with the U.S. for the implementation of FATCA in Hong Kong effective from November 13, 2014 (the “**Hong Kong IGA**”).

A Hong Kong IGA should apply to RHB Securities as it is resident in Hong Kong. Under the Hong Kong IGA, RHB Securities is obligated to apply prescribed due diligence procedures, and report “U.S. Accounts”, “Non-consenting U.S. Accounts” and account information with respect to “Nonparticipating Financial Institutions” to the US IRS.

Clients may be requested to provide a self-certification (including but not limited to Form W-8BEN (for non-U.S. individuals), Form W-8BEN-E, Form W-8EXP, Form W-8IMY or Form W-8ECI (for non-U.S. entities) and Form W-9 (for U.S. individuals or entities) published by the US IRS), and/or other documentation to RHB Securities at each application for the opening of Account(s) in order to establish their tax residence. Furthermore, if there is any change in circumstances that would affect the Clients’ tax residence statuses or there is reason for RHB Securities to know that the self-certification is incorrect or unreliable, a new self-certification and/or additional documentation may be required from the Clients.