

ANNOUNCEMENT

Updated RHB Credit Card/-i Services Visa Card / Mastercard Cardmember/Cardholder Agreement with effective 3 March 2022

Dear Valued Cardmembers/ Cardholders,

Please be informed the RHB Credit Card/-i Services Visa Card / Mastercard Cardmember/Cardholder Agreement will be updated to align with clauses in RHB Credit Card/-i Product Disclosure Sheet, BNM Credit Card/-i Guidelines and Anti Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2021 (ACT 613) ('AMLA') terms.

A copy of the updated Agreement will be made available at www.rhbgroup.com from 3 March 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 3 March 2022
1	<p><u>Revision of clause 3.6:</u></p> <p>3.6 RHB Bank will, having evaluated the financial condition, income statements and other financial documents in respect of the potential Cardmember furnished to RHB Bank, assign a Card Limit to the relevant Card Account that must be strictly observed by the Cardmember. Any increase in Card Limit shall be subject to the conduct of affordability assessment by the Bank.</p>
2	<p><u>Inclusion of clause (d) under Clause 10.7:</u></p> <p>10.7 A Cardmember will be liable for PIN-based unauthorized transactions if the Cardmember has:</p> <ul style="list-style-type: none">(a) acted fraudulently;(b) delayed in notifying RHB Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of the Card;(c) voluntarily disclosed the PIN to another person; or(d) Recorded your PIN on the credit card, or on anything kept in close proximity with your credit card, and could be lost or stolen with the card
3	<p><u>Revision of clause (c) under Clause 10.8:</u></p> <p>10.8 A Cardmember will be liable for unauthorized transactions which require signature verification or with contactless card, if the Cardmember has:</p> <ul style="list-style-type: none">(a) acted fraudulently;(b) delayed in notifying RHB Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Card;(c) left your Card or an item containing your Card unattended, in places visible and accessible to others, except at your place of residence; However, you are expected to exercise due care in safeguarding the Card even at your place of residence; or(d) voluntarily allowed another person to use the Card.

No	Changes for RHB Credit Card Services Visa Card / Mastercard Cardmember Agreement with effective from 3 March 2022
4	<p><u>Inclusion of clause (f) under Clause 11.1</u></p> <p>(f) In the event of any default by the Cardmember, the Bank may take any legal actions or proceedings against the Cardmember.</p>
5	<p><u>Inclusion of clause (viii) under Clause 14.2:</u></p> <p>(viii) If the Card(s) is/are co-brand Card(s), The Cardmember further (a) authorise the Bank to disclose all the information provided by me/us to its co-brand partner(s) and/or its/their related corporations, where necessary, to provide me/us with services relating to the co-brand Card(s), to communicate with me/us in relation to the co-brand Card(s), to promote offers, to fulfill requests including redemption of co-brand partner(s)' points, and for identification, validation and verification purposes in relation thereto; and (b) consent to receiving SMS notifications from co-brand partner(s) and/or its/their related corporations in relation to any matter relevant to the co-brand Card(s).</p>
6	<p><u>Inclusion of Clause 18 - ANTI MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 (ACT 613) ('AMLA')</u></p> <p>18.1 The Cardmember hereby represents and warrants to, and undertakes with, RHB Bank that the Cardmember:-</p> <ul style="list-style-type: none"> (a) has 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) has 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) has 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; and (d) has 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; <p>In this respect:-</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 subparagraph (i); or (iii) acquired using the property derived or obtained by any person through any disposal

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	<p>or other dealings referred to in subparagraph (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 subparagraph (a)(i), (ii) or (iii), can be reasonably believed to be property falling within the scope of subparagraph (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, 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 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;</p> <p>‘serious offence’ means:-</p> <p>(a) any of the offences specified in the Second Schedule of AMLA;</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>18.2 The Cardmember hereby acknowledges and agrees with RHB Bank that:-</p> <p>(a) 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 Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013/Islamic Financial Services Act 2013, to which the Bank as a licensed financial institution/Islamic financial institution may from time to time be subject to (collectively, “Regulatory Requirements”);</p> <p>(b) RHB Bank shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;</p> <p>(c) 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 to approve the Agreement or to grant or make available of, or to disburse any funds under the Agreement, has occurred or arisen, or the approval of the Agreement or the granting or making available of, or the disbursement of any funds under, the Agreement would contravene any of the Regulatory Requirements (in whole or</p>
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	<p>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 vendor/ developer/ promoter/ agent/ trustee/ supplier to whom any funds under the Agreement is to be disbursed) by RHB Bank pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Agreement, RHB Bank shall, by giving not less than 21 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"> (i) reject the Cardmember's Agreement and do all such acts and things as may be necessary to comply with the Regulatory Requirements; (ii) suspend the Agreement, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or (iii) cancel the Agreement 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 Agreement is cancelled/ terminated by RHB Bank pursuant to their compliance to Regulatory Requirements: -</p> <ul style="list-style-type: none"> (i) the indebtedness or all monies outstanding shall immediately become due and payable; (ii) no utilisation or further utilisation under the Agreement shall be allowed; and (iii) RHB Bank shall be entitled to exercise all or any of its rights and remedies available to it under the Agreement and the security document, the applicable laws or otherwise; <ul style="list-style-type: none"> (d) it shall 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; (e) RHB Bank shall be entitled to freeze/ seize the account/ facilities 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>18.3 The Cardmember undertakes and agrees with RHB Bank that:-</p> <ul style="list-style-type: none"> (a) it will at all times observe with RHB Bank's steps in undertaking their obligations towards complying with the Regulatory Requirements; (b) it will be fully liable if found to have contravened the Regulatory Requirements causing legal repercussion to RHB Bank due to its actions; and (c) it understand that any breach(es) due to AMLA and sanction requirements are non-negotiable <p>The Cardmember agree to abide by the Anti-Money Laundering, Anti-Terrorism Financing and Proceed of Unlawful Activities Act 2001, [which is available for viewing at www.rhbgroup.com and that I/we may visit any branch of the Bank or contact RHB Customer Contact Centre at 03-9206 8118 or at customer.service@rhbgroup.com for further information on the same].</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 3 March 2022
1	<p><u>Revision of clause 4.6:</u></p> <p>4.6 RHB Islamic Bank will, having evaluated the financial condition, income statements and other financial documents in respect of the potential Cardholder furnished to RHB Islamic Bank, assign a Card Limit to the relevant Card Account that must be strictly observed by the Cardholder. Any increase in Card Limit shall be subject to the conduct of affordability assessment by the Bank.</p>
2	<p><u>Inclusion of clause (d) under Clause 11.5:</u></p> <p>11.5 A Cardholder will be liable for PIN-based unauthorized transactions if the Cardholder has:</p> <ul style="list-style-type: none"> (a) acted fraudulently; (b) delayed in notifying RHB Islamic Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of the Card; (c) voluntarily disclosed the PIN to another person; or (d) Recorded your PIN on the Card, or on anything kept in close proximity with your Card, and could be lost or stolen with the Card
3	<p><u>Revision of clause (c) under Clause 11.6:</u></p> <p>11.6 A Cardholder will be liable for unauthorized transactions which require signature verification or with contactless card, if the Cardholder has:</p> <ul style="list-style-type: none"> (a) acted fraudulently; (b) delayed in notifying RHB Islamic Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of the Card; (c) left your Card or an item containing your Card unattended, in places visible and accessible to others, except at your place of residence; However, you are expected to exercise due care in safeguarding the Card even at your place of residence; or (d) voluntarily allowed another person to use the Card.
4	<p><u>Inclusion of clause (f) under Clause 12.1</u></p> <p>(f) In the event of any default by the Cardholder, the Bank may take any legal actions or proceedings against the Cardholder.</p>
5	<p><u>Inclusion of clause (viii) under Clause 15.2:</u></p> <p>(viii) If the Card(s) is/are co-brand Card(s), the Cardholder further (a) authorise the Bank to disclose all the information provided by the Cardholder to its co-brand partner(s) and/or its/their related corporations, where necessary, to provide the Cardholder with services relating to the co-brand Card(s), to communicate with the Cardholder in relation to the co-brand Card(s), to promote offers, to fulfill requests including redemption of co-brand partner(s)' points, and for identification, validation and verification purposes in relation thereto; and (b) consent to</p>

	<p>receive SMS notifications from co-brand partner(s) and/or its/their related corporations in relation to any matter relevant to the co-brand Card(s).</p>
<p>6</p>	<p><u>Inclusion of Clause 19 - ANTI MONEY LAUNDERING, ANTI-TERRORISM FINANCING AND PROCEEDS OF UNLAWFUL ACTIVITIES ACT 2001 (ACT 613) ('AMLA')</u></p> <p>19.1 The Cardholder hereby represents and warrants to, and undertakes with, RHB Islamic Bank that the Cardholder:-</p> <ul style="list-style-type: none"> (a) has 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) has 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) has 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; and (d) has 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; <p>In this respect:-</p> <p>'instrumentalities of an offence' means: -</p> <ul style="list-style-type: none"> (a) anything 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. <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 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); <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;

'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 or more persons and any related transaction between any of the persons concerned and another;

19.2 The Cardholder hereby acknowledges and agrees with RHB Islamic Bank that:-

- (a) 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 Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Strategic Trade Act 2010, Financial Services Act 2013/Islamic Financial Services Act 2013, to which the Bank as a licensed financial institution/Islamic financial institution may from time to time be subject to (collectively, "Regulatory Requirements");
- (b) RHB Islamic Bank shall be entitled to do or refrain from doing any act or thing, for compliance with the Regulatory Requirements;
- (c) 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 Agreement or to grant or make available of, or to disburse any funds under the Agreement, has occurred or arisen, or the approval of the Agreement or the granting or making available of, or the disbursement of any funds under, the Agreement 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 vendor/ developer/ promoter/ agent/ trustee/ supplier to whom any funds under the Agreement is to be disbursed) by RHB Islamic Bank pursuant to the Regulatory Requirements, then, notwithstanding anything to contrary contained in this Agreement, RHB Islamic Bank shall, by giving not less than twenty one (21) days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-
 - (i) reject the Cardholder's Agreement and do all such acts and things as may be

- (ii) necessary to comply with the Regulatory Requirements; suspend the Agreement, and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or
- (iii) cancel the Agreement and terminate its relationship with the Cardholder, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.

If the Agreement is cancelled/ terminated by RHB Islamic Bank pursuant to their compliance to Regulatory Requirements: -

- (i) the indebtedness or all monies outstanding shall immediately become due and payable;
 - (ii) no utilisation or further utilisation under the Agreement shall be allowed; and
 - (iii) RHB Islamic Bank shall be entitled to exercise all or any of its rights and remedies available to it under the Agreement and the security document, the applicable laws or otherwise;
- (d) it shall 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;
- (e) RHB Islamic Bank shall be entitled to freeze/ seize the account/ facilities 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.

19.3 The Cardholder undertakes and agrees with RHB Islamic Bank that:-

- (a) it will at all times observe with RHB Islamic Bank's steps in undertaking their obligations towards complying with the Regulatory Requirements;
- (b) 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
- (c) it understand that any breach(es) due to AMLA and sanction requirements are non-negotiable

The Cardholder agree to abide by the Anti-Money Laundering, Anti-Terrorism Financing and Proceed of Unlawful Activities Act 2001, [which is available for viewing at www.rhbgroup.com and that I/we may visit any branch of the Bank or contact RHB Customer Contact Centre at 03-9206 8118 or at customer.service@rhbgroup.com for further information on the same].

Thank you

9 February 2022