



## **Joy@Work (Employer) Scheme Declaration & Acceptance of Terms and Conditions**

In consideration of the RHB Bank Berhad/RHB Islamic Bank Berhad (“the Bank”) agreeing to offer this Joy@Work (Employer) Scheme to the employees employed by me/us who agree(s) to participate in this Joy@Work Scheme (“Participating Employee(s)”), / I/We hereby undertakes and agrees to:

### **1. Eligibility**

- 1.1 I/We accept the participation to Joy@Work (Employer) Scheme upon subscription of the Bank’s Reflex Cash Management salary payment services to credit the monthly salary and statutory payments of the Participating Employee(s). Participating Employee(s) salary must be credited to their salary account(s) maintained with the Bank at a predetermined payroll date. Reflex Cash Management Fees & Charges are as displayed at <https://www.rhbgroup.com/others/service-charges/index.html> and the Reflex Cash Management terms and condition can be accessed at [https://www.rhbgroup.com/files/business/transaction-anking/reflex/TC\\_Reflex\\_English.pdf](https://www.rhbgroup.com/files/business/transaction-anking/reflex/TC_Reflex_English.pdf)

### **2. Responsibilities / Obligations**

- 2.1 Employees employed by me/us will be entitled to benefits under Joy@Work (Employer) Scheme and the list of the features and privileges can be viewed at the Bank’s website at <https://joyatwork.rhbgroup.com/joyatwork/home>
- 2.2 In the event I/We agreed to open payroll account using bulk account opening method, I/We to ensure that the Participating Employee(s) consent pursuant to PDPA has been obtained before providing the Bank with the details for payroll account opening request.
- 2.3 I/We provide the Bank at minimum, fourteen (14) calendar days prior notice if there is any new recruit of Participating Employee(s).
- 2.4 I/We provide the Bank at minimum, fourteen (14) calendar days prior notice if the Participating Employee(s) cease(s) to be employed by me/our (whether by retirement, resignation or termination of employment for any cause whatsoever).
- 2.5 I/We shall recommend the Bank as the preferred choice of salary account to my/our employees.
- 2.6 I/We will allow the Bank to promote the Joy@Work preferred rates, rebates and privileges to my/our employee who does not maintain a salary account with the Bank

### **3. Termination**

- 3.1 This Offer may be terminated by either party hereto by providing twenty-one (21) calendar days prior notice in writing with reasons at any time to the other party.



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3.2 Notwithstanding Clause (3.1) above, this Offer may be terminated immediately by twenty-one (21) calendar days' prior notice in writing with reasons given by any party to the other, upon the occurrence of any of the following events: -

- a) If one party default under any provision here which is not capable of remedy or is not remedied within fourteen (14) calendar days after being required to do so by the other party.
- b) If the termination is done on the instruction or directives of any ministry of the Government of Malaysia, by Bank Negara Malaysia or by any other relevant authority in Malaysia.

3.3 In the event if I/We decided not to accept the Joy@Work automatic enrolment or not to continue with the offer I/we will write an email to [reflex.support@rhbgroup.com](mailto:reflex.support@rhbgroup.com) or a written notice to the respective branch on the intention to be opted out from the Scheme.

#### **4. Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA")**

I/We hereby: -

4.1 Represents and warrants to, and undertakes with, the Bank that: -

- a) I/We 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) I/We 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) I/We 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;
- d) I/We 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;
- e) I/We will at all times comply with the Regulatory Requirements (as defined below in Clause 4.2);
- f) I/We will be fully liable if found to have contravened the Regulatory Requirements (as defined below in Clause 4.2) causing legal repercussion to the Bank due to my/ our actions; and



- g) I/We understands that any breach(es) due to AMLA and sanction requirements are non-negotiable.

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

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

- 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.

**“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:



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- 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.

4.2 I/We acknowledges 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, Islamic Financial Service Act 2013, to which RHB as a licensed 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 Joy@Work (Employer) Scheme has occurred or arisen, or the approval of the Joy@Work (Employer) Scheme 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 me/us 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 Joy@Work (Employer) Scheme, the Bank shall, at any time by giving 21 calendar days written notice or such shorter period as required or permitted by such Regulatory Requirements, be entitled to:-



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- i. Suspend the Joy@Work (Employer) Scheme and do all such acts and things as may be necessary to comply with the Regulatory Requirements; and/ or
  - ii. cancel the Joy@Work (Employer) Scheme and terminate its relationship with me/us, and do all such acts and things as may be necessary to comply with the Regulatory Requirements.
- d) If this Joy@Work (Employer) Scheme is cancelled/ terminated by the Bank pursuant to their compliance to Regulatory Requirements:
- i. no utilisation or further utilisation under the Joy@Work (Employer) Scheme shall be made allowed; and
  - ii. the Bank shall be entitled to exercise all or any of its rights and remedies available to it under the Joy@Work Scheme Terms and Condition, the applicable laws or otherwise;
- e) I/We shall provide all such documents and information as the Bank may require (at all times during the term of the business relationship) 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 Joy@Work Scheme Terms and Condition, 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.

## 5. General

- 5.1 I/We understand that the enjoyment and usage of the Joy@Work (Employer) Scheme shall be deemed as the acceptance to the Joy@Work (Employer) Scheme Terms & Conditions and I/we agree that the decision of the bank in relation to every aspect of the eligibility, responsibilities/obligations, termination and Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (Act 613) (“AMLA”) shall be final, binding and conclusive.
- 5.2 I/We hereby confirm that I/we have read, understood and agreed to be bound by the Bank Group Privacy Notice (“which is available at <https://www.rhbgroup.com/~media/files/malaysia/pdf/privacy-notice.ashx>”) and the clauses herein, as may relate to the processing of their personal information. For the avoidance of doubt, I/we agree that the said Privacy Notice shall be deemed to be incorporated by reference into the Terms and Conditions herein.
- 5.3 I/We agree that I/we shall not hold the Bank liable and/or responsible for any default in respect of the Joy@Work (Employer) Scheme due to any act of God, war (whether declared or undeclared), strike, riot, civil commotion, and act of terrorists which are not attributable to the act, omission, default, negligence and/or misconduct on the part of the Bank and/or any of its employees, representatives and agents.



- 5.4 The Bank reserves the rights upon giving prior written notice of twenty-one (21) calendar days with reasons to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("Amendment") any of the Joy@Work (Employer) Scheme Terms & Conditions.
- 5.5 Unless otherwise specified herein to the contrary, all notices and communications by the Bank in relation to Joy@Work (Employer) Scheme may be given by the Bank in any one of the following manners: -
  - a) By acknowledgment of Receipt (A.R) registered post to me/us last address in the Bank's records;
  - b) By ordinary post to me/us last address in the Bank's records;
  - c) By facsimile, e-mail or other forms of instantaneous communication to me/us last known contact number, mobile number or e-mail address in the Bank's records;
  - d) By display at the Bank's premises, including those of its branches;
  - e) By display on the screen upon access to the Bank's web site(s) at <https://www.rhbgroup.com>
  - f) by effecting an advertisement regarding the amendment in one newspaper of the Bank's choice.
- 5.6 Unless I/we notify the Bank in writing during the notice period that I/we disagree with the Amendment, the Amendment shall be deemed as binding on me/us as from twenty-one (21) calendar days after the notification of the Amendment or from such later date (after the prescribed twenty-one (21) calendar days' period) as may be specified by the Bank in the notification.
- 5.7 The Joy@Work (Employer) Scheme Terms and Conditions, as the same may be amended from time to time pursuant to Clause 5.4, In the event of any inconsistency, conflict, ambiguity or discrepancy between the Joy@Work (Employer) and any other brochure, marketing or promotional materials relating to the scheme, these Joy@Work (Employer) Scheme shall prevail.
- 5.8 Time shall be of the essence but the Bank's failure in exercising or delay in exercising or enforcing its rights, powers, privileges or remedies against us/me shall not operate as a waiver thereof nor shall any partial exercise of any rights, powers, privileges or remedies prejudice or affect the Bank's rights to subsequently act strictly in accordance therewith.
- 5.9 The illegality, invalidity or unenforceability of any Joy@Work (Employer) Scheme Terms and Conditions shall not affect the legality, validity or enforceability of any other the Bank Joy@Work (Employer) Terms and Conditions herein.
- 5.10 The Joy@Work (Employer) Scheme Terms and Conditions herein shall be subject to, governed by and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia, the Association of Banks in Malaysia and other relevant bodies, in force from time to time. The parties hereby agree to submit to the exclusive jurisdiction of the Courts of Malaysia.



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- 5.11 Notwithstanding anything herein, the Bank's rights and entitlement under this the Joy@Work (Employer) Scheme Terms and Conditions shall continue to remain in force and effect and shall survive any termination or suspension of the the Bank Joy@Work (Employer) Scheme.
- 5.12 The Joy@Work (Employer) Scheme Terms and Conditions herein shall continue to be valid and binding notwithstanding any merger, amalgamation, transfer or assignment of business, operations, assets or liabilities of the Bank or any change in the Bank or any company by which the business of the Bank may for the time being be carried on.
- 5.13 The Joy@Work (Employer) Scheme Terms and Conditions herein stated shall be in addition to and not in derogation of any specific arrangement with regards to the use or enjoyment of the Joy@Work (Employer) Scheme now or hereafter subsisting between the Bank and me/us or any terms and conditions as may be specified in any letter or notice given by the Bank from time to time.
- 5.14 The Joy@Work (Employer) Scheme Terms and Conditions herein shall be binding upon the heirs, personal representatives and successors-in-title of the Bank and the me/us respectively and the rights and obligations of me/us herein cannot be assigned for any reasons whatsoever.
- 5.15 The Joy@Work (Employer) Scheme Terms and Conditions herein are in addition and subject to the Joy@Work (Employer) Scheme and/or rules and regulations governing the operation, services, benefits and privileges in relation to and /or arising under the account(s) of me/us maintained with the Bank.
- 5.16 Any notice or any other document is deemed given under or in respect of this Joy@Work (Employer) Scheme Terms and Condition if: -
  - a) In the case of ordinary post, registered post or other fast postal service, the notice or other document has been duly addressed and posted, unless there is contrary evidence that such notice or other document was in fact not delivered; or
  - b) In the case of certification of post, the acknowledgement is issued by or at the post office that notice or other document has been duly posted, unless there is contrary evidence that such notice or other document was in fact not delivered; or
  - c) In the case of facsimile transmission or telex or other electronic media (including SMS), no delivery error message is received.
  - d) In the case of display at the Bank's premises, on the date the notice is posted at RHB's premises; or
  - e) In the case of display on the Bank's website(s), on the date the notice is posted on RHB's website(s); or
  - f) In the case of advertisement, on the date the notice is posted on the newspaper of the Bank's choice.
- 5.17 Where the context so admits, word importing the singular number shall include the plural number and vice-versa, words importing the masculine gender shall include the feminine and neuter genders and vice-versa.
- 5.18 In the event of any inconsistency, conflict, ambiguity or discrepancy between these Terms and Conditions and any other brochure, marketing or promotional materials relating to the scheme, these Terms and Conditions shall prevail.



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5.19 In the event there are any enquiries, please visit any of the Bank's branches nationwide, or contact the Bank Contact Centre as per below: -

Manager  
RHB Banking Group  
Customer Contact Centre  
Level 4, Crystal Plaza, No. 4 Jalan 51a/223, Seksyen 51a,  
41600, Petaling Jaya, Selangor, Malaysia  
Telephone number: 03-92068118  
Email: [customer.service@rhbgroup.com](mailto:customer.service@rhbgroup.com)

If there is any further dispute in relation to this scheme, please refer to the Ombudsman for Financial Services (OFS) at 03-2272 2811.

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