

FATCA NOTICE

With effect from 1 July 2014, this FATCA Notice ("Notice") forms part of the terms and conditions governing the relationship between you as a customer and us, RHB Securities Singapore Pte.Ltd. ("RHB Sec") and should be read in conjunction with those terms and conditions.

1. "FATCA" means sections 1471 through 1474 of the US Internal Revenue Code (commonly known as the Foreign Account Tax Compliance Act), a U.S legislation. Its purpose is to increase transparency for the U.S. Internal Revenue Service ("IRS") with respect to US persons who hold financial assets in non-US financial institutions and other offshore accounts. Foreign Financial Institutions ("FFIs"), such as RHB Sec, are required to report to the IRS information about financial accounts held by specified US persons or by Non-Financial Foreign Entities ("NFFEs") with substantial US owners.
2. "US" means United States of America.
3. "US Persons" means a person described in section 7701(a)(30) of the US Internal Revenue Code, the United States government (including an agency or instrumentality thereof), a State (including an agency or instrumentality thereof), of the District of Columbia (including an agency or instrumentality thereof). This includes: a citizen or resident of US, a partnership or corporation organised in the US or under the laws of the US or any state of the US, or a trust if (a court within the US would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of trust, and (ii) one or more US Person(s) have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US. For avoidance of doubt, persons who have lost their US citizenship and who live outside the US may nonetheless in some circumstances be treated as US Person(s).
4. You shall provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of permanent residence, countries of tax residency and associated taxpayer identification numbers, that may be required to enable us and our agents to comply with all requirements of FATCA or other agreement by or between governments.

You shall notify us in writing and furnish the relevant documentary evidence to us within thirty (30) days of any change that affects your tax status changes from non US persons to US persons.
5. You further acknowledge that any failure on your part to provide accurate and timely information pursuant to requirements of this Notice and our requests may result in us having to deem you recalcitrant and/or reportable and take all necessary action against you in order for us to be compliant with the requirements under FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA.

6. You consent to the collection, storage, and disclosure by us and our agents of any Confidential Information to persons from whom we and our agents receive or make payments on behalf of you and to governmental authorities as required by law or other agreement by or between governments. Your consent shall be effective notwithstanding any applicable non-disclosure agreement. You represent that you have secured from any third party whose information is provided to us any consents and waivers necessary to permit us and its agents to carry out the actions described in this paragraph, and that you will secure such consents and waivers in advance of providing similar information to us in future.
7. You agree and acknowledge that we are entitled to take all necessary action to be and remain compliant with FATCA as is required by law or other agreement by or between governments. If some of your income is reportable and some is not, we will report all income unless we can reasonably determine the reportable amount. You hereby authorise us and any of our agents, where appropriate, to withhold or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under the US Internal Revenue Code and the regulations and other guidance thereunder, each as amended from time to time or any other agreement by or between authorities.
8. We may take whatever action we consider appropriate to meet any obligation, either in Singapore or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from your account and transferring it to such tax authorities. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.
9. To the greatest extent permitted by applicable law, we will not be liable to you for any losses, costs, expenses, damages, liabilities you may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities or if we make an incorrect determination as to whether or not you should be treated as being subject to tax or tax reporting obligations.
10. Our rights under this Notice shall be without prejudice to other rights of collection, use and disclosure available pursuant to the terms and conditions or under the law and nothing herein is to be construed as limited any of these other rights.