



Note: With Effect from 03 June 2019, Clause 23. Disclosure shall be amended to be read as follows:

23. COLLECTION, USE AND DISCLOSURE OF INFORMATION

- 23.1 The Client expressly consents and agrees to, and authorizes the collection, use, disclosure and sharing by the Company and/or any Authorised Personnel (defined in Clause 23.4 below) of any and all of the Company's records, correspondence, documents, materials or other information relating to the Client or the Client's Account, including, but not limited to, the Client's personal data (as defined in the Personal Data Protection Act 2012 (Act 26 of 2012) and the terms and circumstances of and parties to any transaction by the Client or, where the Client has ceased to maintain an account with the Company, the former Client ("**the Client's Information**"), for any of the purposes set out in Clause 23.2 below. For the avoidance of doubt, "**Client Information**" shall include, but is not limited to, all transactions, account balance, any and all correspondence with and/or in relation to the Account and the Client, and any and all papers, contract notes, statements, records, evaluations, assessments, materials or other documents or information:
- (a) provided by or on behalf of the Client in connection with any applications for products or services offered or distributed by the Company, including but not limited to, application forms or supporting documents;
 - (b) relating to any account applications submitted by the Client, the Client's risk profile, investments, investment objectives, knowledge and experience, business interests or assets, and/or any papers, evaluations, recommendations, assessments and/or reports generated or developed by the Company (including its credit or other committees), any other RHB Group Member (including its credit or other committees) and/or any Authorised Personnel.
 - (c) observed, gathered, generated, developed or otherwise obtained by any means, including, but not limited to, from transactions carried out by the Client such as transactions at any branch, the use of online services and from the way the Client uses the accounts, such as payments made or received by the Client, payment details, orders, instructions, account balances, account information and credit history;
 - (d) observed, gathered, generated, developed or otherwise obtained through third parties such as employers, joint applicants/account holders, credit bureaus or credit reference agencies, or fraud prevention agencies; and/or
 - (e) otherwise relating to the Client's affairs, account(s), facility(ies), directors and/or substantial shareholders.
- 23.2 The Client expressly consents and agrees to, and authorises, the collection and use by the Company, any other RHB Group Member and/or any Authorised Personnel, and the disclosure and sharing by the Company, any other RHB Group Member and/or any Authorised Personnel to and with the persons specified in Clause 23.4 below, of any and all of the Client's Information, to enable the Company, any other RHB Group Member and/or any Authorised Personnel to carry out any of the following purposes:
- (a) to provide the products and services to the Client;
 - (b) to develop, review and/or improve products and services to meet the needs of the Client (including, without limitation, to conduct market research, financial and/or statistical profiling and other activities to understanding and determine Client preferences and demographics);
 - (c) to communicate with the Client and to notify the Client of changes or developments of any products and services;
 - (d) to match the Client's Information and to notify the Client of changes or developments in relation to any products and services;
 - (e) to assess or process any enquiries, applications, instructions or requests made by the Client for account opening and/or any products and services and to make decisions relating to the opening or continuation of account and/or the establishment, provision or continuation of trading facilities or other financial services;
 - (f) to conduct credit, account, due diligence and other background checks, screenings, assessments and/or reviews (including initial and anticipatory credit checks, screenings, assessments and/or reviews) and to assess or verify the Client's credit worthiness and standing;
 - (g) to update, and manage the accuracy of, the Company's records;
 - (h) to enforce the Company's legal contractual and/or rights against the Client, including, but not limited to, the recovery of any amounts outstanding from the Client and/or any person providing or being requested to provide security or guarantees for the Client's obligations;
 - (i) to prevent and/or detect fraud, money laundering and any other unlawful activity or misconduct or suspected fraud, unlawful activity or misconduct;
 - (j) to create and maintain credit history for present and future reference, and to create and maintain credit scoring models;
 - (k) to conduct financial reporting risk assessment, and statistical or trend analyses (including, but not limited to, conducting data processing, statistical, credit, risk and/or anti-money laundering analyses);
 - (l) to assess or process any enquiries, applications, instructions or requests made by the Client for account opening and/or any products and services and to make decisions relating to the opening or continuation of account and/or the establishment, provision or continuation of trading facilities or other;
 - (m) to carry out regulatory checks and meet the Company's obligations to the regulators in Singapore or where the Securities is traded;
 - (n) to perform internal administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, provision of customer and online trading services, risk management, systems development and testing, credit scoring, staff training and market, Client satisfaction research and business continuity management);
 - (o) as may be required under laws and/or by agreements with government agencies or revenue authorities in Singapore or elsewhere, to make inquiries about the Client's tax status;

- (p) for compliance with any regulatory requirements, laws and regulations and external payment systems in Singapore or elsewhere; and
 - (q) for any other purpose as the Company may consider to be reasonably necessary or desirable in order to provide the products and services to the Client.
- 23.3 If the Client does not provide some or all of the information requested by the Company or withdraw his consent to the Company collecting and using the Client's personal data and information, the Company will be unable to provide or continue to provide the product or services to the Client.
- Any request from the Client to withdraw his consent or objecting to the continued use of the Client's personal data and information by the Company will be taken as a request from the Client to close and or terminate the account or relationship with the Company and the Company can at its discretion proceed to close the Client's Account upon giving notice in accordance with Clause 27 below and terminate the Agreement subject to settlement of all charges, expenses and all monies owing by the Client to the Company (if any).
- 23.4 The Client expressly consents and agrees to, and authorises, the disclosure, verification of and sharing by the Company, any RHB Group Member, and/or any of their respective directors, officers, employees, agents, TR and any other persons who by reason of their capacity or office have access to the Client's Information, whether located in Singapore or anywhere else in the world ("Authorised Personnel") of any and all of the Client's Information to and with:
- (a) any person or organisation involved in providing the Company or the Company's Clients with electronic or other services in connection with Company's services utilised by the Client whether in Singapore or elsewhere where such information is disclosed in the course of or for the purposes of providing the said services, and for, inter alia, investigating discrepancies, errors or claims;
 - (b) any agent of the RHB Group, vendor, merchant, third party service provider in connection with any products and/or services being provided by the RHB Group wherever applicable or person or organization to whom the Company has outsourced or contracted, or may at any time and from time to time outsource or contract, any functions and activities, including, but not limited to, any of the third party service provider, persons or organisations specified in this Clause 23.4;
 - (c) The police or any public officer of an enforcement agency or statutory body conducting an investigation;
 - (d) Credit or charge card companies in connection with credit or charge card enquiries;
 - (e) any branch or agent of the Company, representative offices, regional offices of the Company including the Company's Head Office and/or holding company, and/or its affiliates, subsidiaries, related and associated companies of its holding company whether in Singapore or anywhere in the world ("RHB Group Member") for any purposes including, cross-selling, marketing and promotions of products and/or services of the RHB Group;
 - (f) any Authorised Personnel or auditors or legal or other professional advisers of any RHB Group Member;
 - (g) any credit bureau, fraud prevention, credit reporting and credit reference agencies and industry/financial related associations, and shall include where applicable fellow members and subscribers of the credit bureau, the bureau's officers, shareholders, employees and agents;
 - (h) any debt collecting agencies and industry/financial related associations;
 - (i) any authorities, regulators, parties, government agencies, law enforcement bodies and Courts in Singapore or elsewhere ("Regulators") as may be authorized by law or regulations or by court of law to obtain such information, and for such Regulators to collect, use and disclose the Client's personal data, as defined under the Personal Data Protection Act 2012 (Act 26 of 2012);
 - (j) the Company's authorised agents/users or the Client's executor, administrator or legal representative;
 - (k) other parties whom the Company or any other RHB Group Member is permitted authorised or required by law to disclose information to;
 - (l) third party insurers, securities and investment services providers;
 - (m) third party reward, loyalty and privileges programme providers;
 - (n) co-branding partners of the Company and of any RHB Group Member;
 - (o) any person to whom in the Company's view, the disclosure is reasonably necessary and/or desirable for the purpose of allowing the Company to perform its duties and exercise its powers and rights under these Terms and Conditions;
 - (p) any actual or potential assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the Client or other person proposing to enter into any contractual arrangement which requires the disclosure of such information;
 - (q) any other third party securities firm, banks, financial institution or credit reference agents;
 - (r) any party(ies) providing security for purposes of facility(ies) granted to the Client;
 - (s) the Company's stationery printer, agent or storage or archive service provider (including without limitation to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming and/or filling personalised cheques, statements of account, or contract notes on which the Client's name and/or other particulars appear or other documents, data or records.
- 23.5 The Company's rights to disclose information as stated in this Clause 23 are in addition to any other rights that the Company may have under the SFA, SGX-ST Rules or any other statutory provisions and in law. The Company's authority to disclose Client's information shall survive the termination of these Terms and Conditions and the closure of Client's Account.
- 23.6 To the extent permitted by law, the Client may request access, correction or update of his personal information. For the avoidance of doubt, the Company is not obliged to provide the Client with any information that is the proprietary of the Company which includes and is not limited to any evaluations, opinions, suitability reports, eligibility reports prepared by the Company.
- 23.7 The Company may charge a reasonable fee for the processing of any data access request. The Company's PDPA Privacy Notice (which may be amended from time to time) also forms part of the Agreement with the Company.