

Changes to General Terms and Conditions

The following changes will apply to the General Terms and Conditions with effect from 1 July 2014:

ADDITION TO CLAUSE 1.1

‘**Affiliated Companies**’ means the holding companies, subsidiaries, associate and related companies of Maybank Kim Eng.

‘**FATCA**’ refers to the U.S. Foreign Account Tax Compliance Act.

‘**U.S.**’ refers to the United States of America.

‘**Personal Data**’ refers to information protected under the Personal Data Protection Act 2012, or any other information proprietary or personal to the Client.

REPLACEMENT OF CLAUSE 1.27

Disclosure

- 1.27A The Client may provide Maybank Kim Eng Personal Data in connection with the Account or Personal Data may be collected or compiled in the ordinary course of the relationship between the Client and Maybank Kim Eng.
- 1.27B The Client accepts that Personal Data will be collected, used, disclosed and/or processed by Maybank Kim Eng for one or more of the following purposes:
- (a) Account opening, and operations relating to the Account including closing the Account;
 - (b) Providing the Client with the products and services of Maybank Kim Eng, as well as products and services by other external providers provided through or co-branded with Maybank Kim Eng;
 - (c) Administration and/or managing the relationship or Account with Maybank Kim Eng, including carrying out the instructions of the Client, to update the Client on the products and services of Maybank Kim Eng from time to time, responding to any enquiries by the Client, handling feedback or complaints by the Client or processing any applications or requests for new products and/or services made by the Client;
 - (d) Carrying out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures (including but not limited to those designed to combat financial crime, “know-your-client”, anti-money laundering, counter-terrorist financing or anti-bribery), that may be required by law or by the policies and procedures of Maybank Kim Eng;
 - (e) Dealing in any matters relating to the products and/or services which the Client is entitled to under these Terms and Conditions (including the creation and distribution of correspondence, statements, invoices, confirmations, advice, information, reports or notices, which may involve disclosure of Personal Data to third parties);
 - (f) To provide the Client with marketing, advertising and promotional information, materials and/or documents relating to banking, investment, credit and/or financial products and/or services that Maybank Kim Eng may be selling, marketing, offering or promoting, whether such products and/or services exist now or are created in the future;
 - (g) Enforcing Maybank Kim Eng’s legal and/or contractual rights against the Client, including the recovery of any amounts owed to Maybank Kim Eng;
 - (h) Credit or Account review and approval, including undertaking initial and anticipatory credit checks or assessments, and verification of ongoing creditworthiness and standing;
 - (i) Preventing, detecting and investigating fraud, misconduct, any unlawful action or omission in connection with the Account or the Client;
 - (j) Managing the infrastructure and business operations of Maybank Kim Eng, and complying with policies and procedures that may be required by law or that may have been put in place by Maybank Kim Eng, including those relating to audit, finance and accounting, billing and collections, information technology systems, risk management, data warehousing and website hosting, training, knowledge management, testing, business continuity, and records, document and print management;

- (k) Maintaining the security of Maybank Kim Eng premises (including but not limited to the use of security cameras);
- (l) Complying with any regulatory requirement or applicable law;
- (m) As Maybank Kim Eng is FATCA-compliant, the Client agrees information on U.S. reportable accounts will be provided to the relevant regulator in the applicable markets or jurisdiction, and such regulator may report the information disclosed to the Internal Revenue Service or any equivalent regulator under the terms of any inter-governmental agreement applicable to the Account or Client;
- (n) Where the Client consents in the manner provided in Clause 1.27D:
 - i. Subject to any other terms and conditions, registration or participation in any contest, lucky draw, campaign, promotion, event, survey or questionnaire of Maybank Kim Eng or the Affiliated Companies; and
 - ii. The provision of marketing information relating to banking, financial or investment services or products offered by Maybank Kim Eng or its business partners or the Affiliated Companies for the purposes of promoting, marketing or cross-selling of banking, financial or investment products and services to the Client;
- (o) Conducting data analyses, market research and surveys relating to any products and/or services provided by Maybank Kim Eng or jointly with another party with the aim of improving the products and/or services which may be relevant to the Client;
- (p) Facilitating any proposed or actual business assignment, transfer, participation, or sub-participation in any of Maybank Kim Eng's rights or obligations in respect of the Client's relationship with Maybank Kim Eng; and
- (q) Purposes which are reasonably related to the above or in a manner consistent with Maybank Kim Eng Privacy Policy on the Maybank Kim Eng website.

1.27C The Client acknowledges and accepts that Maybank Kim Eng may disclose Personal Data to any of the following third parties, whether in Singapore or elsewhere, to process Personal Data for any of the purposes in Clause 1.27B:

- (a) The Affiliated Companies;
- (b) Service providers, suppliers, agents, or intermediaries of Maybank Kim Eng;
- (c) Credit reference agencies, rating agencies, direct or indirect providers of credit protection, banks or financial institutions or debt collection agencies;
- (d) External products or service providers that are providing products or services through Maybank Kim Eng;
- (e) Auditors and professional advisers of Maybank Kim Eng;
- (f) Any person to whom Maybank Kim Eng or the Affiliated Companies need to disclose information under applicable law;
- (g) Assignees or successors in title of Maybank Kim Eng; and/or
- (h) Any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.

Maybank Kim Eng will require the above third parties to keep the Personal Data disclosed to them confidential and secure when carrying out the purposes listed in Clause 1.27B.

1.27D The Client may consent to the collection, use, processing and disclosure of Personal Data in any of the following ways:
(a) Signing a relevant form, including application form(s), account opening document(s) or personal data consent form;
(b) Providing notice of consent; or
(c) Be deemed to have consented in any other manner permitted by law.

For the avoidance of doubt, if any applicable data protection legislation permits Maybank Kim Eng to collect, use or disclose Personal Data without the Client's consent, such permission granted by the law shall continue to apply.

1.27E By providing Personal Data relating to a third person such as the Client's dependent, spouse or children to Maybank Kim Eng, the Client represents and warrants that the consent of that third person has been obtained for the collection, use, disclosure and processing of the Personal Data for the purposes listed in Clause 1.27B and in the manner provided in Clause 1.27C.

1.27F The Client may withdraw the Client's consent to use or disclose Personal Data by written notice to Maybank Kim Eng and the Client acknowledges that such withdrawal may adversely affect Maybank Kim Eng's relationship with the Client and may result in termination of the Account or other consequences to the relationship between Maybank Kim Eng and the Client.

- 1.27G Subject to the applicable law, the Client may request for access to and correction of Personal Data by giving notice to Maybank Kim Eng and the Client accepts that Maybank Kim Eng may charge a reasonable fee for dealing with the Client's request.

The following change was applied to the General Terms and Conditions with effect from 1 February 2014:

ADDITION TO CLAUSE 6.25

The Client agrees that Maybank Kim Eng may without incurring any liability whatsoever, divulge or reveal to third parties any information whatsoever regarding the Client or any of the Client's account(s) maintained with Maybank Kim Eng for such purposes as Maybank Kim Eng may deems fit, including: (d) in order to market or promote any services or products of Maybank Kim Eng **and/or the Affiliated Companies;**