

[SALIENT TERMS ON WEB]

Access to MRATES is subject to the declaration and acceptance of the terms and conditions of the AGREEMENT FOR ACCESS TO THE ELECTRONIC TRADING SYSTEM “MRATES” (the “Agreement”).

CLIENT MUST REVIEW THE AGREEMENT IN ITS ENTIRETY TO ITS SATISFACTION BEFORE PROVIDING THE DECLARATION AND ACCEPTANCE OF THE AGREEMENT.

Listed below are salient terms extracted from the Agreement:

- Client must comply with the terms and conditions of any other written terms of business or agreement (including ISDA) pertaining to over-the-counter trades related to foreign exchange or other money market instruments (“OTC Trades”)
- Within the Trial Period (first 3 months from date of commencement of the Agreement), Client has the right to terminate the Agreement by providing seven (7) Business Days prior notice
- The Agreement is auto-renewed for 12 months unless early terminated by either Client or Bank
- The Client shall be responsible to provide, maintain and operate, at its own expense, a terminal or personal computer system, modem, telephone and internet access and communication software for accessing MRATES
- Client’s access and use of MRATES requires registration and successful verification of individual User-ID, which must be notified in writing to the Bank and recorded in the Schedule to the Agreement
- Client must immediately notify the Bank of any User-ID who is no longer authorised to access MRATES to ensure Bank will terminate the respective User’s access to MRATES
- Each User-ID are non-transferable and Client must ensure such information is kept with the highest degree of care and confidentiality and not disclosed to any other person
- Where Client believe that the User-ID have been compromised or misused in any way, Client must immediately disable and block access of the relevant User to MRATES and notify the same to the Bank by telephone and in writing within twenty four (24) hours after becoming aware of the same
- Client shall be responsible for all User instructions issued through MRATES, including but not limited to the accuracy and completeness of the instructions
- Client shall ensure there are cleared and sufficient funds available in the Client’s accounts or any other relevant accounts to perform the instructions
- Client shall promptly pay any moneys or amounts due under any OTC Trades and any fees and/or charges for access and usage of MRATES. Any failure to pay any payment when due, shall be subject to interest (from the due date and until payment takes place) on the outstanding amount at the Bank’s prevailing rates.
- Client shall use MRATES solely for its own internal business purposes and the right of access and usage of MRATES ends at the expiration or termination of the Agreement
- Client will not allow use of MRATES or access to any data therein by any person who is not a User and will not copy, distribute, publish, transmit, display, modify, compile, de-compile, disassemble,

reverse engineer or prepare derivative works based on, report or otherwise use the data in whole or in part for the use of any other person.

- Client will not conduct a demonstration of MRATES, or allow access to or use of MRATES or the data therein to a third party without the Bank's written consent.
- For the duration of the Agreement the Bank will allow the Client a non-exclusive, non-transferable, non-gratuitous and revocable right in accessing and using MRATES provided that all copyright and other rights are retained and complied with
- The Bank shall be entitled to act on any instructions issued through MRATES and in accordance with its reasonable interpretation of such instruction
- Bank reserves the right to refuse to act on any instruction that are inconsistent with the Bank's policies or any rules or regulations currently in force, or for security reasons, where the instruction is ambiguous, incomplete or inconsistent with any previous instructions given
- Bank reserves the right to request for further information or verification in relation to a particular instruction or transaction
- Bank shall have the right from time to time to impose any fees and/or charges for access and usage of MRATES, any applicable Government charges, duties, taxes or tariffs payable as a result of the Client's access and usage of MRATES. Fees and charges may be varied provided that the Bank shall give the Client thirty (30) Business Days prior notice
- Bank is authorized by Client to debit any designated accounts of the Client when collecting any fees or charges (inclusive of late payment interest, if any)
- The Bank may suspend, restrict or limit the Client's access to MRATES at any time, when Client breach the access and usage terms of MRATES, or for maintenance or repair, or in circumstances of system failure or for any reasons beyond the control of the Bank
- In making available access to MRATES, the Bank has made reasonable efforts to exclude viruses or anything else that has contaminating or destructive features, but cannot warrant such an exclusion and is not liable for any damages including loss of data resulting from any viruses or features. Client accepts all the inherent risks associated with carrying out transactions over the public internet
- Any dispute arising in respect of MRATES and the Agreement which cannot be resolved privately between Client and the Bank shall be referred to the Courts of Malaysia situated in Kuala Lumpur.