

**TERMS AND CONDITIONS GOVERNING BANKING ACCOUNTS**  
(Effective Date: 01.11.2018)

**A. DEFINITIONS AND INTERPRETATIONS**

**1. Definitions**

1.1 Unless otherwise expressly specified, the following definitions shall apply to these Terms and Conditions:

“ATM” means Automated Teller Machines;

“Authorities” shall include but is not limited to Bank Negara Malaysia, the Police or any other statutory or regulatory authorities whether local or international;

“Authorities’ Directives” means an instruction provided by the Authorities to refrain the Bank from performing any transaction under the account holder’s Banking Accounts regardless of whether the Authorities have the legal or valid authority to so request the Bank;

“Bank” means Malayan Banking Berhad (Company No. 3813-K);

“Bank Negara Malaysia” means the Central Bank of Malaysia”;

“Banking Accounts” means all types of Savings Account, Current Account, Master Foreign Currency Account (“MFCA”, as defined below) (which shall include Trade MFCA and Investment MFCA, Fixed Deposit Account, Special Deposit Facility Account (if applicable) and each and every other account which is offered by the Bank and which the account holder(s) maintains with the Bank and if the context so requires shall mean any one of such accounts;

“Current Account” means banking account registered as a current account;

“Companies Act” means the Companies Act 2016 and its rules and regulations and includes any amendment, consolidation or re-enactment thereof from time to time;

“Electronic Banking Services” means the electronic banking services provided by the Bank which enables the account holder(s) to obtain information from the Bank and/or communicate or give instructions to the Bank electronically including but not limited to via computer, telephone, mobile telephone, personal digital assistant or any other electronic device linked to the Bank’s system;

“FSA” means the Financial Services Act 2013 and its rules and regulations and includes any amendment, consolidation or re-enactment thereof from time to time;

“FEA Rules” means the foreign exchange administration rules, regulations or notices as administered and issued by Bank Negara Malaysia from time to time;

“Fixed Deposit Account” means banking account registered as a fixed deposit account;

“Force Majeure” refers to events or situations beyond the control of the Bank which include but is not limited to:-

- (a) earthquakes, floods, fire, plague, acts of God and other natural disasters; and/or
- (b) terrorism, riots, civil commotion or disturbances, war whether declared or not and strikes; which lasts for three (3) months or more;

“Freezing of Banking Accounts” means where the Bank refrains or suspends the account holder(s) from effecting or carrying out any transactions including but not limited to the withdrawal or payment of any monies, or honoring of any cheques or any other instruments, or acting or effecting any instructions for payment or withdrawal out of a Banking Account and/or acceptance and/or collection of cheques, deposits of monies or any other instruments, or any instructions to effect receipt of payment into a Banking Account;

“Insolvency Matter” means an act of bankruptcy, and/or petition for winding up or bankruptcy which has been presented against the account holder(s), and/or any one or more of the account holder’s directors, and/or any one or more of the authorized signatory(ies), who are signatories to the Banking Accounts or the account holder(s) or any one of them is adjudicated bankrupt;

“Internal Matter” means any opposing or adverse or conflicting claims by any partners, directors, shareholders or members or the other Joint Account holder(s) or by any persons alleging to be partners, directors, shareholders or members in relation to any Banking Accounts which is or are a partnership, limited liability partnership and/or company account(s) or the Banking Accounts of any other organisations, bodies, committees, associations, clubs, societies which have legal status, pertaining to the proceeds or balances of such Banking Accounts or the operation of such Banking Accounts or the operational mandate;

“Investment MFCA” means banking account registered as an investment master foreign currency account;

“Irregularities” means collectively or singularly, where the cheque(s) deposited through the cheque deposit machines or the fast cheque deposit boxes, where applicable, are not accompanied with the prescribed envelope and/or the cheque deposit slip and/or the name and/or the account number of the payee is not written or filled out on the cheque deposit slip and/or on the back of the cheque(s) and/or the envelope is not sealed and or the cheque(s) is/are not deposited into the relevant boxes and/or there are discrepancies between the name and account number on the cheque deposit slip and the cheque(s) that is/are being deposited or the account number, name and/or amount is wrongly keyed in on the cheque deposit machine including any other discrepancies that may be determined by the Bank from time to time;

“Joint Account” means banking account in joint names;

“LLP Account” means banking account registered as a limited liability partnership account;

“Maybank Group” means, collectively, the Bank, its affiliates, and any related companies of the Bank (by virtue of Section 7 of the Companies Act) as well as associated companies of the Bank or of its parent company;

“Master Foreign Currency Account” or “MFCA” means the banking account registered as a master foreign currency account;

“MyKad” means the Malaysian National Registration Identity Card;

“Official Assignee” means the Registrar at the Malaysia Department of Insolvency;

“Partnership Account(s)” means banking account registered as a partnership account;

“PDPA” means the Personal Data Protection Act 2010 and the rules and regulations issued pursuant thereto;

“PIN” means Personal Identification Number;

“Police” refers to the Royal Malaysian Police (Polis Di Raja Malaysia);

“Savings Account” means banking account registered as a saving account;

“Security Details” includes but is not limited to a Passbook/ATM Card/Electronic Banking Password and PIN and any other confidential information, security codes and/or security devices used in relation to the account holder’s Banking Accounts;

“Special Deposit Facility Account” or “SDF Account” means banking account registered as a special deposit facility account (if applicable);

“Specific Terms” means specific conditions which may be applicable to the respective Banking Accounts with special features as set forth in the specific application forms and/or brochures and/or other related documents;

“Terms and Conditions” means the terms and conditions herein, as may be amended from time to time by the Bank in accordance with the terms hereof;

“Trade MFCA” means banking account registered as a trade master foreign currency account;

“Trustee” means the parents or the legal guardian of a minor.

## **2. Interpretation**

2.1 Unless a contrary intention appears, any reference in these Terms and Condition to:

- (a) “I”, “We”, “My”, and “Our” refers to the account holder(s) named in the Banking Accounts, including that person’s successors in title and permitted assignees.
- (b) words importing the singular shall include the plural and vice versa and words importing any gender shall include every gender.
- (c) the subtitle headings and the division of provisions into sections and clauses in these Terms and Conditions are for ease of reference only and shall not be considered in the interpretation of the substantive provisions of these Terms and Conditions.
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- (e) any reference to a party in these Terms and Conditions shall include a reference to his/her successors in title and permitted assigns.
- (f) where there are two (2) or more persons or parties included or comprised in the expression “the customer”, these Terms and Conditions shall be binding upon such persons or parties jointly and severally.
- (g) words applicable to natural persons include any body, person, company, corporation, firm or partnership, corporate or otherwise and vice versa.
- (h) any reference to any statute is a reference to that statute as amended, consolidated or re-enacted from time to time.

## **B. SAVINGS ACCOUNT**

### **1. Opening of Accounts**

1.1 The opening of my/our Savings Account is governed by these Terms and Conditions and the Specific Terms. I/We hereby declare my/our agreement to abide and to be bound by these Terms and Conditions and the Specific Terms for the time being in force which may be changed or amended from time to time by the Bank with twenty one (21) calendar days' notice prior to date of implementation of such change or amendment.

1.2 The opening of my/our Banking Accounts is subject to the Bank's requirements including those as to minimum deposit, age and referees for opening the Banking Accounts as well as such other requirements which may be imposed by the Bank from time to time.

### **2. Yippie Savings Account**

2.1 I/We understand that Yippie Savings Account means a savings account available to minors before attaining the age of eighteen (18) years old.

2.2 I/We agree to open a Yippie Savings Account in my/our name being the parent and/or the legal guardian aged up to sixty (60) years old, upon production of both the child's birth certificate and/or the legal adoption certificate and in the event the minor has obtained the age of twelve (12) year old and has been issued with a MyKad, together with the MyKad. I/We shall act as the Trustee of the Yippie Savings Account.

2.3 I/We agree that any withdrawals made from my/our Yippie Savings Accounts shall be made by me/us personally as the Trustee of the Yippie Savings Account in accordance with the provisions stated herein.

2.4 I/We hereby agree and acknowledge that upon the child attaining the age of eighteen (18) years old, the Yippie Savings Account shall be converted into a banking account to be specified and/or determined by the Bank.

2.5 I/We hereby agree and acknowledge that upon conversion of the Yippie Savings Account to a Banking Account as specified or determined by the Bank, these Terms and Conditions shall be applicable to the persons that has attained the age of eighteen (18) years old.

### **3. Imteen Savings Account**

3.1 I/We understand that the Imteen Savings Account means savings account available to persons aged between twelve (12) years old (with MyKad) to below the age of eighteen (18) years old.

3.2 I/We agree to open an Imteen Savings Account in my child's name and agree to execute an indemnity letter in my/our capacity as the parents or legal guardian of the child. I/We further understand that I/we am/are required to produce all original documents for verification on parentage and/or guardianship by the Bank.

3.3 I/We hereby agree and acknowledge that upon the child attaining the age of eighteen (18) years old, the Imteen Savings Account shall be converted into a Banking Account to be specified and/or determined by the Bank.

3.4 I/We hereby agree and acknowledge that upon conversion of the Imteen Savings Account to a Banking Account as specified or determined by the Bank, these Terms and Conditions shall be applicable to the persons that has attained the age of eighteen (18) years old.

### **4. Authorisation and Request**

4.1 I/We further authorise and request the Bank to honour and comply with:-

(a) the prescribed withdrawal slip and/or form and/or receipt issued by the Bank or request for withdrawal whether by way of oral instructions or otherwise and/or signed by me/us notwithstanding that the documents may not have been completed by me/us to withdraw any or all money in any of my/our Banking Accounts; and

(b) my/our written instructions to deliver, dispose of or deal with any securities, deeds or documents or other property whatsoever (including safe deposit boxes and their contents) which are held by the Bank under my/our Banking Accounts or in possession of the Bank whether by way of security or safe custody or otherwise.

### **5. Deposits and Withdrawals**

5.1 I/We agree and covenant that every deposit shall be accompanied by a prescribed deposit slip, form and/or receipt issued by the Bank and production of any other documents by me/us that may be required by the Bank. A receipt issued by the Bank is only valid if it is machine-validated and/or acknowledged by an authorised officer of the Bank and is provided to me/us before I/we leave the premises of the Bank.

5.2 I/We agree that any withdrawals made from my/our Savings Accounts/Imteen Savings Account/Yippie Savings Account, as the case may be, shall be made:-

(a) by me/us personally and shall be accompanied by the prescribed withdrawal slip or any form issued by the Bank and the presentation of the passbook and may be subject to such production of proof of identity as the Bank may require. I/We agree that in the event a passbook is issued for my/our Savings Account, I/we agree that I am/we are required to produce the passbook for any transaction. I/We further agree and acknowledge that the Bank may refuse any transaction to be performed without the presentation of the passbook; and/or

(b) through the ATM. I/We hereby further agree that any withdrawals via the ATM shall be in accordance with the terms and conditions applicable to the ATM/debit card as determined by the Bank at its absolute discretion from time to time; and/or

(c) by me/us personally whether by way of oral instructions or otherwise and/or signed notwithstanding that the documents may not have been completed by me/us to withdraw any or all the money in any of my/our Banking Accounts. Upon depositing and/or withdrawing the money, I/we agree that the transaction effected based on my/our written instruction which are duly acknowledged by me/us by way of my/our signature shall be deemed final.

5.3 I/We further agree that all cheques and instrument(s) deposited, or any transfer(s) whether by mail or electronically are accepted for collection only and except by special arrangement, may not be withdrawn until the proceeds have been received by the Bank. The Bank is entitled to refuse collection of cheques and deposit instruments which in the Bank's opinion are irregular or which have been altered in any way notwithstanding that the alteration has been countersigned by me/us.

5.4 I/We shall indemnify the Bank for any loss which the Bank may incur due to the Bank's guarantee of any endorsement, discharge on any cheque, bill, note, draft, dividend warrant or other instruments presented by me/us or any third party for collection and every guarantee given by the Bank shall be deemed to have been given at my/our express request.

5.5 I/We agree that in addition to these Terms and Conditions, I/we shall be further bound by the conditions printed on my/our Savings Account passbook or leaflets containing the terms and conditions or brochures or on the back of the deposit slips attached to the cheque deposit envelopes and/or on receipts issued by cash or cheque deposit machines or ATM authorised by the Bank and such other Specific Terms which may be imposed by the Bank from time to time with twenty one (21) days' notice prior to date of implementation.

## **C. CURRENT ACCOUNT**

### **1. Opening of Accounts**

1.1 The opening of my/our Current Account is governed by these Terms and Conditions and the Specific Terms, and I/we hereby declare my/our agreement to abide and to be bound by these Terms and Conditions and the Specific Terms for the time being in force which may be changed or amended by the Bank from time to time with twenty one (21) days' notice prior to date of implementation of such change or amendment.

1.2 I/We agree that approval of an application for a new Current Account is subject to the condition that my/our name(s) is/are not listed under Dishonoured Cheques Information System ("DCHEQS") at Bank Negara Malaysia's Credit Bureau.

### **2. Application for Cheque Books and Terms Governing Cheques**

2.1 I/We hereby agree that all applications for cheque books shall be made in writing in the Bank's prescribed form or by written request. I/We further agree that cheques may be used only to draw on Banking Accounts designated by the Bank as Current Accounts, or such other Banking Accounts as the Bank may from time to time stipulate.

2.2 I/We agree that in addition to my/our agreement to be bound by the terms and conditions as stipulated in Clause C.1.1 above, I/we shall be further bound by the conditions printed on the cover of the cheque book, deposit slips attached to the back of the cheque deposit envelopes and/or on receipts issued by cheque deposit machines authorised by the Bank.

2.3 I/We agree that the Bank shall be entitled but not bound to undertake further verification of the signature(s) other than by comparing it/them with the specimen signature(s) supplied by me/us to the Bank. I/We further agree that the Bank is entitled to dishonour cheques on which, in the Bank's absolute discretion, the signature(s) differ(s) from the specimen(s) supplied to the Bank or is/are irregular in any manner. Without prejudice to the generality of the foregoing, no alterations whatsoever shall be made on the cheques and the Bank reserves the right to dishonour and return cheques which in the Bank's absolute discretion bears any form of alteration (whether such alteration(s) is/are counter signed by me/us or not).

2.4 I/We further agree that cheques with the crossing "A/C Payee Only" or "Account Payee Only" will only be paid into the payee's Banking Accounts. Cheques with the crossing which have been duly cancelled and counter signed by me/us in accordance with my/our specimen signature may be paid in cash when I/we or any third party presents the same for payment and I/we agree that the Bank shall be entitled to charge me/us service fees if such cheques are duly encashed by any third party.

2.5 I/We hereby agree that I/we shall ensure that all instructions to stop payment of cheques shall be in writing which contains the following information (i) the cheque number, (ii) the date of the cheque, (iii) the payee's name and (iv) the amount of the cheque and shall be effective only upon receipt of the instructions by the Bank. If I/we am/are a company, the stop payment instructions may be from the authorised mandates or any director and for other societies or body corporations, the stop payment instructions can be from the authorised mandates from the president (or equivalent) and another office bearer. The Bank shall not, however, be responsible for any delay or omission in executing such instructions. I/We further agree that the Bank shall be entitled in its absolute discretion to decide whether or not to entertain stop payment instructions for blank cheques or cheques which have been lost, stolen or mislaid and that the Bank reserves its rights not to entertain stop payment instructions for cheques which have been fully and irrevocably paid. I/We further acknowledge that the Bank may impose such charges as it may prescribe from time to time in relation to such stop payment instructions.

2.6 I/We agree that all cheques shall remain the property of the Bank and upon closure of the Current Account, all unused cheque forms which were issued to me/us shall forthwith be returned by me/us to the Bank.

2.7 I/We hereby agree that I/we shall take all precautions in drawing cheques so as to prevent forgery and/or any fraudulent or unauthorised use of cheque form(s) or cheque book(s) issued to me/us. In the event that any loss is occasioned by my/our failure to take the aforesaid precautions or to ensure sufficiency of funds, then the Bank shall be exempted from, and/or be fully indemnified by me/us against all liability for any loss arising out of any forgery, fraudulent, unauthorised use and/or insufficiency of funds resulting in dishonouring of the said cheques. In particular and without prejudice to the generality of the foregoing, I/we shall take the following precautions:-

(a) With respect to the custody, control and use of cheque requisition forms and cheque books, I/we shall inform the Bank immediately upon the discovery of the loss of cheque books or the cheque requisition forms.

- (b) To ensure that all the cheques are so drawn as to prevent additions or alterations after the same are issued, and in particular all blank spaces should be completed. All alterations of cheques including those performed by electronic typewriters or printers must be countersigned by the persons authorised under the mandate given to the Bank and the Bank may at its absolute discretion and without any liability on its part dishonour those cheques which have been altered notwithstanding the fact that such alterations are countersigned by the persons authorised under the mandate given to the Bank.
- (c) If the cheque forms are presigned whether by one or more of the persons authorised under the mandate given to the Bank or are signed in blank by me/us and are delivered for the purpose of enabling any person to convert the same into valid bills or cheques (as defined in the Bills of Exchange Act 1949, as amended from time to time) such person shall be deemed to have my/our full authority to complete the mandate on my/our behalf and that I/we shall be precluded from denying that the said cheques had been completed without authority or from raising any claims whatsoever for any loss incurred by me/us.
- (d) I/We also agree to ensure that there are sufficient funds in my/our Banking Accounts before drawing cheques.

2.8 I/We further agree that all cheques issued cannot be withdrawn until the proceeds have been received by the Bank. The Bank is entitled to refuse collection of cheques which in the Bank's opinion are irregular or which have been altered in any way notwithstanding that the alteration has been countersigned by me/us.

### **3. Authorisation and Request**

3.1 I/We authorise and request the Bank to honour and comply with all cheques, drafts, orders to pay, written orders to withdraw monies, bills of exchange or promissory notes expressed to be drawn, signed, accepted, endorsed or made on my/our behalf, drawn upon or addressed to, or made payable by the Bank whether my/our Banking Account(s) is/are in credit or in debit, or may become overdrawn in consequence or otherwise.

3.2 Subject to Clause C.4.1 below and without prejudice to the Bank's right under Clause H.8 herein, I/we undertake to repay any debit balance on any overdrawn Current Account(s) upon demand by the Bank together with any interest and/or charges which the Bank may charge at its sole discretion.

### **4. Overdraft**

4.1 I/We hereby agree that where an overdraft is permitted by the Bank, each principal amount advanced by the Bank at its discretion shall be payable by me/us upon demand from the Bank together with interest and, if applicable, all other commissions, discounts and banker's charges. The rate of interest chargeable in respect of the overdraft shall be determined by the Bank from time to time based on the Bank's prevailing rates, and shall be computed on the principal amount for the time being owing on a daily basis and if such interest or any part thereof is not paid each month when the same is due, such interest shall (so long it remains unpaid) be capitalised and aggregated with the principal amount for the time being owing and interest shall accrue thereon as herein provided.

### **5. Indemnity**

5.1 I/We shall indemnify the Bank as collecting banker for any loss which the Bank may incur by reason of its guaranteeing any endorsement, discharge or discharges on any cheque, bill, note, draft, dividend warrant or other instruments presented to me/us for collection and every guarantee given by the Bank shall be deemed to have been given at my/our express request in every case.

## **D. MASTER FOREIGN CURRENCY ACCOUNT**

### **1. Opening of Accounts**

1.1 I/We hereby agree that the opening of the MFCA with the Bank shall be administered in compliance with the relevant provisions of the FEA Rules and directions issued by Bank Negara Malaysia.

1.2 I/We hereby acknowledge that in accordance with the FEA Rules, all foreign currencies accounts maintained by Malaysian residents with licensed onshore banks in Malaysia shall be designated as either Trade MFCA or Investment MFCA based on my/our purpose of opening of such account. The approved sources and approved uses of funds of both Trade MFCA and/or Investment MFCA, as the case may be, shall be as per the FEA Rules and directions issued by Bank Negara Malaysia.

1.3 I/We hereby acknowledge that the operations, the sources and uses of funds into / from the Trade MFCA and/or the Investment MFCA, as the case may be, with the Bank shall be governed by the relevant provisions under the FEA Rules, regulations and directions issued by Bank Negara Malaysia from time to time and its amendments thereto from time to time.

1.4 I/We shall furnish the Bank with any information as may be required by the Bank from time to time pertaining to the above.

### **2. Authorisation and Request**

2.1 I/We authorise and request the Bank to honour and comply with any written orders to withdraw any or all money on any of my/our Banking Account(s) and my/our written instructions to deliver, dispose of or deal with any securities, deeds or documents or other property (including safe deposit boxes and their contents) whatsoever from time to time in the possession of the Bank for my/our Banking Account(s) whether by way of security or safe custody or otherwise.

2.2 I/We hereby agree and authorise the Bank to automatically credit my/our banking accounts in the foreign currency payment instruction received by the Bank. All foreign currencies credited or to be credited into my/our banking accounts shall be retained in that currency as received by the Bank.

2.3 I/We hereby agree that each of my/our banking accounts shall only receive foreign currencies up to the limit set by the Bank.

2.4 Inline with the requirement of BNM, I/we further hereby agree and authorise the Bank to automatically convert the foreign currency(ies) mentioned in Clause 2.2 above into Malaysian Ringgit (MYR) at such rate as it deems fit to be credited into a Special Deposit Facility account (if applicable) (which will governed under a separate terms and conditions.

### **3. Limitation of Liability**

3.1 I/We hereby agree that the Bank shall not be responsible for or liable to me/us either for any diminution in the currency of the deposit due to taxes, imposts or depreciation, or for the unavailability of any currency due to restrictions on convertibility, requisitions, involuntary transfer, exercise of military or usurped powers, or any other causes whatsoever which are beyond the Bank's control.

3.2 I/We hereby accept the risk of foreign acts of state in respect of the unavailability of the repayment of the deposit if such repayment is rendered illegal or deferred by any act or order of the government of the currency involved or of the country where such deposit is alternatively placed and the Bank shall incur no liability by reason of any change in the applicable law, governmental regulation or order, of the country of currency, or in the country where deposit is placed.

### **4. Deposits and withdrawals**

4.1 I/We hereby acknowledge and agree that no cheque book will be issued on either the Trade MFCA and/or the Investment MFCA. All withdrawals shall be made via written instructions by me/us to the Bank.

4.2 I/We hereby acknowledge and agree that transactions in foreign currency notes are prohibited.

4.3 I/We hereby acknowledge that every deposit shall be accompanied by a deposit slip or any appropriate form issued by the Bank. A receipt issued by the Bank is only valid if it is machine validated or acknowledged by an authorised officer of the Bank. I/We hereby agree that it is my/our duty to ensure this is done before leaving the premises of the Bank.

4.4 All cheques and instrument(s) deposited are accepted for collection only and except by special arrangement and I/we hereby agree that the sum deposited via the cheques or other instruments shall not be withdrawn against until the proceeds thereof have been received by the Bank.

4.5 I/W hereby acknowledge and agree that cheques received for collection but dishonoured may be sent by ordinary post to me/us at the address last registered with the Bank at my/our own risk and expense.

4.6 I/We shall indemnify the Bank as collecting banker for any loss which the Bank may incur by reason of its guaranteeing any endorsement, discharge or discharges on any cheque, bill, note, draft, dividend warrant or other instruments presented to me/us for collection and every guarantee given by the Bank shall be deemed to have been given at my/our expressed request in every case.

4.7 I/We hereby acknowledge that a resident exporter is allowed to retain up to 25% of the foreign currency export of goods proceeds in the Trade MFCA. I/We further acknowledge that the balance thereof, unless otherwise instructed by me/us on the same day of receipt of foreign currency export proceeds, shall be converted into MYR (at such rate as the Bank deems fit) and shall be credited into a SDF Account (if applicable) or such other account as shall be determined by the Bank which shall be opened based on the existing mandate of my/our Trade MFCA and/or Investment MFCA.

4.8 I/We shall ensure that all the foreign currency proceeds for export of goods are received in the Trade MFCA only and I/we hereby acknowledge and undertake to ensure that no foreign currency export of goods proceeds is placed in the Investment MFCA at all times.

### **5. Placement Transaction**

5.1 I/We hereby acknowledge and agree that deposit of money for a fixed term ("placement") is allowed subject to such terms and conditions as may be imposed by the Bank including, but not limited to, the requirement of a minimum amount. The terms and conditions may vary for placement of different currency and I/we acknowledge and agree the Bank reserves the right to vary such terms and conditions at any time and from time to time as it deems fit.

5.2 Interest rate for foreign currency placements is fixed two (2) Business Days in advance and I/We acknowledge that written instructions for commencement of placement or renewal or withdrawal of funds must reach the Bank two (2) Business Days prior to the proposed transaction date to enable the transaction to be done for value spot. For purposes hereof, "Business Day" means a day on which banks in Wilayah Persekutuan Kuala Lumpur and the principal financial centres for the foreign currency involved are open for business.

Except in the assignment, transfer, charge or pledge of the placement in favour of the Bank as security, I/We hereby agree and acknowledge that the placement cannot be assigned, transferred, charged or pledged whether by endorsement of the foreign currency placement confirmation or otherwise.

5.3 I/We hereby acknowledge and agree that a premature withdrawal of placement made, whether partially or in full is prohibited. Notwithstanding such prohibition, I/we hereby agree and acknowledge that the Bank may at its absolute discretion allow a premature withdrawal upon the Bank being compensated for all losses suffered by it as a result of allowing such a premature withdrawal (including, but not limited to the replacement cost of the placement).



**6. Overdrafts**

6.1 Where an overdraft is permitted by the Bank for the MFCA, each principal amount advanced by the Bank at its discretion shall be payable by me/us upon written demand from the Bank together with interest including, if applicable, all other commissions, discounts and banker's charges. I/We hereby acknowledge that the rate of interest chargeable in respect of the overdraft shall be determined by the Bank from time to time and shall be computed on the principal amount for the time being owing on a daily basis and if such interest shall (so long it remains unpaid) be capitalized and aggregated with principal amount for the time being owing and interest shall accrue thereon as herein provided.

**7. Statement of Account**

7.1 I/We hereby acknowledge and agree that statement of the balances on my/our Trade MFCA and/or Investment MFCA will only be rendered once for every month. I/We hereby agree that in the event there is no transaction for that month, no statement for that month will be rendered by the Bank.

**8. Special Deposit Facility Account (if applicable)**

8.1 I/We hereby agree that the opening of Trade MFCA with the Bank shall be administered in compliance with the relevant provisions of the FEA Rules and directions issued by Bank Negara Malaysia from time to time.

8.2 I/We hereby acknowledge that a resident exporter is allowed to retain up to 25% of the foreign currency export of goods proceeds in the Trade MFCA and that the balance up to minimum of 75%, unless otherwise instructed on the same day of receipt of the foreign currency export of goods proceeds, shall be converted into MYR (at such rate as the Bank deems fit) and shall be credited into a SDF Account (if applicable) or such other account as shall be determined by the Bank that has been opened based on the existing mandate for our Trade MFCA or based on the fresh mandate given by me/us.

8.3 No cheque book will be issued for the SDF Account. All withdrawals shall be made via written instructions by me/us to the Bank.

8.4 There shall be no overdraft facility for the SDF Account.

8.5 Transactions in foreign currency notes from the SDF Account are prohibited.

8.6 I/We hereby acknowledge that the SDF Account is linked to my/our Trade MFCA for the purpose of receipt of foreign currency "export of goods proceeds".

8.7 I/We hereby acknowledge that, no other funds are to be credited to the SDF Account save for the minimum 75% converted funds from the foreign currency export of goods proceeds received in my/our Trade MFCA. Such conversion into my/our SDF Account shall be done by the Bank as such rate at the Bank deems fit with no liability on the part of the Bank.

8.8 I/We hereby acknowledge that, if I/we maintain more than one Trade MFCA, multiple SDF Accounts will be opened concurrently.

8.9 I/We am/are responsible to inform the Bank to close the SDF Account once my/our Trade MFCA is closed.

8.10 I/We hereby acknowledge that the Bank reserves the right to reverse out and/or reject the converted funds in the SDF Account, if the same are not proceeds from the export of goods.

8.11 I/We hereby confirm, to the best of my/our knowledge that all the transactions undertaken under my/our banking accounts are strictly lawful in nature and I/we agree to abide by all regulatory requirements and will disclose all required information to the Bank. The information disclosed by me/us shall be deemed to be accurate and final for the Bank to process the transaction.

8.12 I/We hereby agree that the Bank has the right to hold any funds residing in my/our banking accounts to ensure compliance with regulatory requirements and the Bank reserves the right to debit my/our banking accounts in the event of non-compliance to relevant regulatory requirements or to ensure compliance with relevant regulatory requirements as the case may be.

8.13 I/We hereby agree that the Bank may at its sole and absolute discretion reject any transaction (including but not limited to outward application and/or transaction) made by me/us at any time in the event the Bank is not satisfied with the supporting documents provided by me/us without any liability on the part of the Bank.

8.14 I/We hereby acknowledge that with effect from 1 January 2018, no new SDF Account will be opened with the Bank.

**E. JOINT ACCOUNT**

1.1 In addition to the terms and conditions set out in these Terms and Conditions, I/we hereby agree to be bound by the following terms and/or conditions governing Joint Accounts:-

(a) In the event I/we open a Joint Account(s) with the Bank, I/we hereby agree that the Bank may collect for the credit into my/our Banking Accounts, cheques and other instruments belonging or payable to any or all of us and to honour all requests for withdrawals/debits of any moneys standing to the credit of the Joint Account(s) given for or in respect of the said Joint Account(s). For avoidance of doubt, I/we hereby agree that the Bank has the right not to collect cheques made out in both my/our names with the phrase (i) "and/or"; and (ii) "or" placed between our names into any Joint Account(s) held by me/us.

(b) In the event of death, bankruptcy or insanity of either/any of us, any balance remaining in the credit of my/our Joint Account may be paid to the survivor(s), the non-bankrupt or the non-insane Joint Account(s) holder as the case may be, subject to statutory compliance (if required) with

the relevant legislation prevailing at such time, or any court order subject to the Bank being indemnified by the survivor(s) against any claim that may be made against the Bank as a result of the Bank making such payment.

- (c) Subject to the Bank's rights set out in Clauses H.2.1 and 2.2 below, in the event of a petition for bankruptcy or an order of bankruptcy is served against any one or all of us, the Bank may, at its absolute discretion and subject to compliance (if required) with the relevant legislation prevailing at such time, or any court order, at the request of either/any of us, provided I/we am/are the non-defaulting party, allow me/us to withdraw from the Joint Account, the amount of which shall also be at the absolute and sole discretion of the Bank.
- (d) In the event only one or some of us and not all of us are authorised to operate the Joint Account(s), the authority conferred on the authorised signatories to operate the Joint Account shall be deemed to include without limitation the following:-
  - (i) Withdrawals/debits of any monies standing to the credit of the Joint Account;
  - (ii) Continuation and closure of the Joint Account;
  - (iii) Use of any ATM cards and PIN for the Joint Account;
  - (iv) Use of any facilities provided by the Bank to pay bills or transfer funds from the Joint Account;
  - (v) Use of any electronic services from time to time provided by the Bank upon such terms and conditions and payment of all fees, costs or expenses in connection therewith from the Joint Account;
  - (vi) Giving of any standing instructions for payments from the Joint Account;
  - (vii) Provision of any written indemnity required by the Bank in respect of operation of the Joint Account or any of the foregoing; and
  - (viii) Generally the authority to apply for, cancel, modify or otherwise do all things in relation to any of the foregoing matter.

1.2 If the Bank shall be in doubt of any instructions given by any one or more of us in relation to the operation of the Joint Account, the Bank shall be entitled to request for a written confirmation from all of us before carrying out such instructions without being liable to any of us for so doing.

1.3 All Joint Account holders shall be jointly and severally liable for all transactions arising from such instructions in respect of the Joint Account(s). If the Bank receives contradictory instructions, the Bank may choose to act only on the mandate of all the Joint Account(s) holders and shall not be responsible or liable for any loss, claims, demands, proceedings, costs, expenses and damage whatsoever caused by the Bank's refusal to act without such mandate.

1.4 The Joint Account(s) holders shall jointly and severally undertake to indemnify and hold the Bank harmless against losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whenever incurred arising from any instruction issued by any of the Joint Account(s) holders.

#### **F(I). PARTNERSHIP ACCOUNT**

1.1 In addition to other terms and conditions set out in these Terms and Conditions, I/we also hereby agree and consent to be bound by the following:-

- (a) We agree that we shall be jointly and severally responsible for all the liabilities of our Partnership Account(s) and that all provisions governing the Partnership Account(s) and services thereto shall bind all of us as partners jointly and severally.
- (b) The instructions and mandate given for operation of our Partnership Accounts shall remain in force until revoked in writing and substituted with fresh instructions and mandate and shall apply notwithstanding any change in the membership of the firm whether by death, bankruptcy, retirement or otherwise and/or the admission of new partner(s) and/or the termination of any power(s) of any partner(s) of the firm. In the event our Partnership Account(s) is a Current Account with other banking facilities, we hereby agree that upon the death of any one of us, the Bank shall be entitled to freeze the operation of the said Banking Accounts and decide on the next course of action at its sole and absolute discretion.
- (c) Subject to the Bank's rights set out in Clauses H.2.1 and 2.2 below, in the event of bankruptcy of any of the partners of the firm, the Bank may, at its absolute discretion and subject to compliance (if required) with the relevant legislation prevailing at such time, or any court order, at the request of either/any of us, provided the requesting person(s) is/are the non-defaulting party, allow withdrawals of such amounts from the Partnership Account(s) as the Bank in its absolute and sole discretion deems fit.

#### **F(II). LLP ACCOUNT**

1.1 In addition to other terms and conditions set out in these Terms and Conditions, we also hereby agree and consent to be bound by the following:-

- (a) We agree that we shall be jointly and severally responsible for all the liabilities of our LLP Account(s) and that all provisions governing the LLP Account(s) and services thereto shall bind all of us as partners jointly and severally.
- (b) In respect of any LLP Account(s) opened and maintained by a limited liability partnership registered under the Limited Liability Partnership Act 2012, the Bank is hereby authorised to continue with the operations of the LLP Account(s) notwithstanding the change in the membership of the limited liability partnership firm by death, bankruptcy or retirement or otherwise any of the partners. If the affected partner is a signatory to the Banking Accounts, we shall immediately issue a fresh instruction and mandate to the Bank for its operations. Any failure to provide the Bank fresh instruction and mandate shall entitle the Bank to refuse any application for withdrawal or transfer of monies from the said LLP Account.
- (c) The Bank is entitled to require that our LLP Account(s) maintained under the private company or partnership to be closed and a new LLP Account(s) shall be opened for the limited liability partnership.



## **G. FIXED DEPOSIT ACCOUNT**

### **1. General**

1.1 In addition to terms and conditions set out in these Terms and Conditions, we also hereby agree and consent to be bound by the following concerning the Fixed Deposit Account: –

- (a) I/We agree that the opening of the Fixed Deposit Account shall be made by me/us personally in the forms provided by the Bank and may be subjected to the Bank's requirements including those as to minimum deposit, age and referees for opening the Fixed Deposit Account.
- (b) I/We agree that opening of a Fixed Deposit Account for a minor who has not been issued with MyKad is to be opened in the name of the minor's parent or legal guardian aged up to 60 years old as Trustee, and to be operated by the parent or legal guardian subject to production of both the child's birth certificate/legal adoption certificate.
- (c) I/We hereby agree that the acceptance and continuance of the Fixed Deposit Account will be entirely at the sole and absolute discretion of the Bank.
- (d) I/We shall furnish specimen signature(s) of the authorized signatory to the Bank and the Bank reserves the right to require the production of identity card or passport for the purpose of identification for any Fixed Deposit transaction.
- (e) I/We hereby agree that any forms or receipts signed by me/us and any transactions electronically confirmed, validated and/or effected by me/us in relation to any transaction or matter under the Fixed Deposit Account before, during or after the transaction or matter is carried out ('the above transactions') shall be deemed final, conclusive and binding on me/us.
- (f) Not in derogation of the generality of the foregoing I/we further agree that the Bank's books and/or records evidencing the above transactions shall also be deemed as final, conclusive and binding on me/us.

### **2. Placement of Deposits**

2.1 I/We hereby agree that the Bank reserves the right to stipulate and change from time to time, the minimum deposit required for opening a Fixed Deposit Account as well as prescribed amounts which may be deposited to open a Fixed Deposit Account.

2.2 I/We further agree that the original Fixed Deposit receipt issued for placements of Fixed Deposits are to serve as evidence of placement of deposits and are not documents of title.

### **3. Interest Rate/ Interest Payment**

3.1 I/We agree that the Bank may specify interest at such rates that shall be paid on the Fixed Deposit Account, in accordance with the prevailing practice of the Bank. In the event of change of deposit rates by the Bank, notification of such change shall be prominently displayed at the Bank's premises and website.

3.2 I/We further agree that early upliftment and/or withdrawal of amounts in the Fixed Deposit Account in such prescribed amounts stipulated by the Bank i.e. upliftment and/or withdrawal of amounts from the Fixed Deposit Account before maturity date is allowed but payment of interest shall be reduced or forfeited and adjusted in accordance with the prevailing practice of the Bank, at the time of upliftment and/or withdrawal of amounts from the Fixed Deposit Account.

3.3 I/We agree that no interest will be paid on the Fixed Deposit Account in the event the account is frozen in accordance with Clause H.2.1.

### **4. Upliftment of Fixed Deposit**

4.1 I/We agree that any upliftment of Fixed Deposit may be subject to such requirements of the Bank and/or subject to the prevailing practice of the Bank, and/or subject to such proof of identity as the Bank may require.

4.2 I/We further agree that for upliftment of Fixed Deposit, the original Fixed Deposit receipt must be presented and duly signed by the authorized signatories as per my/our signature registered with the Bank. (If the original Fixed Deposit receipt [which was reported lost] is produced, I/we must still present the duplicate Fixed Deposit receipt). I/We acknowledge that this provision does not apply to upliftment of electronic Fixed Deposit (e-FD).

4.3 Upliftment of the Fixed Deposit can only be made at the branch of the Bank where the Fixed Deposit is maintained except for specific transaction.

4.4 I/We hereby agree that withdrawal of amounts from the Fixed Deposit Account from time to time before the maturity date is permitted in such prescribed amounts which may be stipulated by the Bank from time to time.

4.5 Subject to Clause G3.2 above, I/We hereby agree that for upliftment of the Fixed Deposit at maturity, the upliftment shall be made in accordance with the following terms: –

- i. Fixed Deposit premature withdrawal before 1 January 2019 :
  - a) no interest shall be paid on any 1 month, 2 months or 3 months tenure Fixed Deposit that has not completed its respective full tenure period;
  - b) for Fixed Deposits with tenures exceeding 3 months, no interest shall be paid if the Fixed Deposit is uplifted before the completion of the first 3 months period;

- c) other than in the circumstances mentioned in (a) and (b) above, the interest rate payable for Fixed Deposit that is uplifted before its fixed maturity date shall be half (1/2) of the contracted interest rate for each completed month.
- ii. Fixed Deposit premature withdrawal on and after 1 January 2019:
  - a) Immediate Fixed Deposit premature withdrawal (without notice period)
    - i. No interest shall be paid on any immediate fixed deposit premature withdrawal (without notice period) that has not completed its respective full tenure period.
  - b) Fixed Deposit premature withdrawal (with notice period of 31 days)
    - i. Fifty per centum (50%) of the contracted interest rate is payable when a 'notice period' of thirty-one (31) days (inclusive of the day of notice) is given by me/us at the branch;
    - ii. A notice in writing with the intention to premature the Fixed Deposit (with notice period) must be given to the branch;
    - iii. Based on my/our notice, the principal amount and the accrued interest will be credited by the Bank into my/our desired Current Account or Savings Account available at the Bank on the thirty-second (32<sup>nd</sup>) day;
    - iv. I/We shall have a Current Account or Savings Account with the Bank. In the event that I/we do not have a Current or Savings Account with the Bank, I/we hereby agree to open an account with the Bank for purposes of the premature withdrawal;
    - v. The accrued interest will be calculated daily up to the end of the 'notice period';
    - vi. Once the notice is given, I/we hereby acknowledge that I/we are not allowed to change the instructions and uplift the Fixed Deposit until the end of the 'notice period'.

## **5. Renewal/ Rollover**

- 5.1 I/We hereby agree that it is my/our duty to give instructions for the renewal/rollover at the time of placement of the Fixed Deposit or at any time before maturity. In the absence of such renewal/rollover instructions, the Fixed Deposit will be automatically renewed on the date or each date of maturity.

## **6. Loss of Fixed Deposit Receipt**

- 6.1 I/We shall keep the Fixed Deposit receipt safely and hereby undertake to immediately report, in writing, its loss, theft or destruction to the Bank.
- 6.2 I/We hereby agree that the duplicate Fixed Deposit receipt may be issued against a duly signed and stamped letter of indemnity and payment of service fee in the amount to be determined by the Bank from time to time. I/We further agree that in the case of Joint Accounts, instructions to issue the duplicate Fixed Deposit receipt and the letter of indemnity must be signed by all the Joint Account holders. I/We acknowledge that this provision does not apply to upliftment of e-FD.

## **7. Closure of Account**

- 7.1 I/We hereby agree that when I/we uplift(s) the entire Fixed Deposit in the Fixed Deposit Account or withdraws the entire balance in the Fixed Deposit Account, the Fixed Deposit Account will be considered closed.
- 7.2 I/We agree that the Bank reserves the right to uplift the Fixed Deposit and close the Fixed Deposit Account at the absolute discretion of the Bank without the necessity to give any reason, by giving adequate written notice to me/us. The Bank shall not be responsible for any loss including but not limited to loss of interest as a result of the upliftment of the Fixed Deposit and the closure of the Fixed Deposit Account by the Bank as aforesaid.
- 7.3 I/We shall comply with all the Bank's requirements, if any, for the closure of the Fixed Deposit Account.

## **8. No assignment**

- 8.1 I/We shall not without the written consent of the Bank assign and/or create any security interest over the rights, titles, benefits and interests of the Fixed Deposit Account including but not limited to all monies maintained thereunder in favour of any person save and except that the same can be assigned and/or created in favour of the Bank.

## **9. Transfer of Minor Fixed Deposit Account**

- 9.1 I/We agree that as a Trustee who wishes to transfer an account to a minor who has attained the age of 18 years old to operate the Fixed Deposit account in his/her own name the following requirement should be applied:-
  - a) a written instruction must be obtained from me/us as a Trustee indicating the intent to effect the transfer on maturity of the Fixed Deposit. I/We should sign on the appropriate column in the Fixed Deposit receipt to effect the transfer.
  - b) the minor is to sign on the new/fresh Fixed Deposit application forms.
  - c) upon maturity, the Fixed Deposit account in my/our name(s) as a Trustee should be closed and the amount transfer to the Fixed Deposit account opened in the name of the minor. The minor will be the primary customer to the new account.

- d) ensure that the minor signs on office copy of the Fixed Deposit receipt when he/she collects the receipt.

## **H. GENERAL TERMS AND CONDITIONS**

### **1. Banking Charges**

- 1.1 I/We hereby agree that the Bank shall be entitled to charge for any of its services provided to me/us at the rates as notified by the Bank to me/us from time to time once displayed at the Bank's branches/premises or posted to me/us at my/our last address registered with the Bank or as published at the Bank's website or advertised by the Bank or by any other means which the Bank may deem fit or, in the absence of such notification, at a reasonable rate with twenty one (21) days' prior notice to date of implementation. All banking charges when due shall be debited from my/our Banking Accounts.

### **2. Freezing of Banking Accounts**

- 2.1 I/We hereby agree that the Bank shall at any time be entitled to, at its discretion and with or without any prior notice to me/us, carry out the Freezing of Banking Accounts upon but not limited to the occurrence of any one of the following events:-

- (a) upon the Bank being notified or becoming aware that I/we have committed an Insolvency Matter(s) and/or upon the Bank being notified or becoming aware of any notice under Section 466 (1) of the Companies Act, presented against me/us, until such time the Bank receives further direction on the operations of the Banking Account from the Official Assignee;
- (b) upon the Bank being notified or becoming aware of any Internal Matter(s);
- (c) upon the Bank being notified and/or requested by the Authorities to abide by the Authorities' Directives;
- (d) upon the Bank being suspicious of any fraudulent activities concerning the Banking Accounts and the Bank in its sole and reasonable opinion is of the view that the information/documents provided to the Bank for opening the Banking Accounts had been found to be false and/or incorrect and/or tampered and/or a misrepresentation of identity;
- (e) in the event the Bank and/or Authorities conduct(s) any investigation on any illegal transaction(s) or suspected illegal transaction(s) carried out through the Banking Accounts, misuse or suspicion of any misuse of the Banking Accounts or any fraudulent transaction(s) in respect of the Banking Accounts including but not limited to the depositing of cheques which I/we am/are not beneficially entitled to;
- (f) pursuant to any police report lodged against me/us and/or in respect of the Banking Accounts, by the Bank or any other person; and in the event any facilities granted to me/us which are being utilised through my/our Banking Accounts are suspended, recalled or terminated for any reason whatsoever;
- (g) in the event of death of the account holder and/or an authorised signatory to operate accounts for a partnership and/or Company or any such legal entity, the Bank will continue to freeze the Banking Accounts until a new mandate or a fresh authorised signatory is given to the Bank;
- (h) upon the Bank being made aware of any cheques and/or monetary instruments and/or sums that has been credited into the Banking Accounts are as a result of any forged and/or tampered instruments and/or instructions and/or fraudulent transactions, with or without the involvement of me/us;
- (i) upon the Bank being made aware of complaints made by third parties with the Authorities that the Banking Account(s) has been used for conducting any fraudulent transactions and/or deposits and/or scams and/or soliciting illegal deposits, provided further the Bank's discretion on the Freezing of Banking Accounts shall be in its sole opinion and discretion based on its own internal investigation or information made available to it by the Authorities;
- (j) pursuant to a debt owed by me/us to the Bank, regardless of my/our capacity as a borrower, joint borrower or guarantor, to enable the Bank to exercise its right to set-off the debt owing to the Bank;
- (k) upon the Bank being made aware that my/our mental capacity to manage my/our Banking Accounts is/are in doubt.

- 2.2 I/We further agree that the aforesaid Freezing of Banking Accounts shall cease or be lifted upon the occurrence of any but not limited to of the following events:-

- (a) In respect of the Insolvency Matter(s), it shall be shown to the satisfaction of the Bank by me/us with appropriate evidence that the petition for winding-up or for bankruptcy has been validly withdrawn or dismissed or struck out by the court or where any one or more of our directors are adjudicated bankrupt, the Bank is served with a fresh mandate as to the change of signatories of our Banking Accounts and is satisfied that such fresh mandate is duly authorised by the board of directors, or upon the Bank being served with the appropriate court order sanctioning the lifting of the Freezing of Banking Accounts;
- (b) In respect of my/our Internal Matter(s) referred to in Clause H.2.1 (b) above, when the *opposing or adverse or conflicting claim(s)* has been settled between all parties concerned and a statement in writing or a board resolution or a resolution from the organisation, bodies, committees, as the case may be, signed by all the parties or passed in accordance to my/our Memorandum and Articles of Association or my/our constitutional documents, as the case may be, requesting the Bank to lift the Freezing of Banking Accounts, or in the alternative, the Bank being served with a court order sanctioning the lifting of the Freezing of Banking Accounts;
- (c) In respect of the Authorities' Directives, the Bank has been informed in writing by the Authorities to effect the lifting of the Freezing of Banking Accounts, or in the alternative an appropriate court order has been served on the Bank sanctioning the lifting of the Freezing of Banking Accounts;

- (d) In respect of the investigation by the Bank or the Authorities, the Bank being satisfied that no further investigation is required or the Bank being served with a notification by the Authorities that the investigation has been discontinued and that the Banking Accounts no longer have any bearing on any ongoing investigation;
- (e) In respect of the death of a sole account holder, upon presentation to the Bank of a grant of probate or letters of administration by the deceased's successor(s) or any other related forms from the Land Office and/or any other approved bodies under the relevant legislation prevailing at such time, or a fresh mandate with a new authorised signatory to operate the partnership and/or the Company's or such entity's accounts is furnished to the Bank; and
- (f) In respect of a debt owing to the Bank, upon the Bank exercising its legal right to set-off the debt against the balance of the Banking Accounts.

2.3 In the Freezing of Banking Accounts pursuant to the Terms and Conditions herein including any action which may be taken by the Bank such as returning any cheques or other instruments whether deposited for collection or payment as provided herein, I/we agree that the Bank shall not be responsible for and/or be held liable for any losses damages expenses costs or charges which may be incurred by me/us and/or claimed against the Bank or which may be incurred by the Bank (including legal costs on a solicitor and client basis) and in connection therewith, and save to the extent as otherwise expressly agreed herein, I/we further agree to keep the Bank fully indemnified against any claims for damages, losses, expenses, costs or charges (including legal fees on a solicitor and client basis) which may be made against the Bank by any party.

2.4 I/We further agree that should the Bank be sued or be made a party in any suit arising out of the Bank's action in the Freezing of Banking Accounts herein or should the Bank before or after the Freezing of Banking Accounts commence any suit against any party including me/us for any appropriate relief or declaration to be made by any court, all penalties, losses, damages, claims, expenses, charges and costs (legal or otherwise including costs on a solicitor and client basis) which may be awarded against the Bank or which the Bank may incur shall be indemnified by me/us.

2.5 I/We further agree that all cheques or other instruments returned or rejected by the Bank whether for payment or collection as a consequence of the Freezing of Banking Accounts shall bear or be accompanied by the appropriate remarks deemed fit by the Bank and I/we also further agree that the Bank acting pursuant to any of the terms set out in this Clause shall not be held liable or responsible for any losses, damages, expenses and/or costs whatsoever which may be claimed against the Bank howsoever arising, including but not limited to by reason of the written remarks accompanying the return of cheques or other instruments or on the grounds that the Bank has not been notified of the relevant events aforementioned in this Clause by reason that the notification is irregular, invalid, erroneous, mistaken, void, not effective or by reason of any other grounds whatsoever including any negligence on the part of the Bank.

### **3. Instructions**

3.1 I/We hereby authorise the Bank to accept and act on my/our instructions without further reference and without having to re-confirm with me/us, even if carrying out those instructions creates a debt on my/our Banking Accounts.

3.2 I/We undertake to repay any debit balance on any overdrawn Banking Accounts upon demand by the Bank together with any interest and/or charges which the Bank may charge at its discretion.

3.3 My/Our instructions can be given to the Bank in writing (which must include my/our signature(s)), through ATM, by telephone, online or by any other means acceptable by the Bank.

3.4 Where payment instructions are given by fax or by telephone to the Bank, the Bank is entitled to accept and act on those instructions if the Bank has obtained confirmation of the said instructions from me/us (or from any other person authorised by me/us) by way of a return telephone call to the telephone number in the Bank's records or by way of any other means as the Bank deems appropriate.

3.5 Where I/we give the Bank instructions for the services covered in the Terms and Conditions and/or Specific Terms, I/we should authenticate the transaction using the security procedure required by the Bank.

3.6 In cases, where I/we authorise another person to instruct the Bank to debit money from my/our Banking Accounts, including but not limited to transactions relating to standing instruction, I/we hereby agree that the Bank will treat each instruction from that other person as having been authorised by myself/us.

3.7 The Bank may refuse to act on my/our instructions if:-

- (a) the Bank reasonably believes that I/we did not give the Bank the instructions; or
- (b) the Bank reasonably suspects fraudulent activity; or
- (c) my/our instructions are unclear, incomplete or not in the required form; or
- (d) the signature(s) under which the instructions are given does not in the Bank's opinion, correspond with those in the Bank's records; or
- (e) in acting on the instructions the Bank might act contrary to a law, regulation, code or other rules applicable to the Bank and/or me/us; or
- (f) the Bank has any other valid reason for not acting on my/our instructions, which the Bank may, but is not obliged to reveal to me/us.

### **4. Change of Address, Signature or Particulars**

4.1 I/We hereby agree that it is my/our duty to immediately inform the Bank of any change of address or signature(s) or other particulars, including but not limited to the nature of business, that are given to the Bank and such notification shall be in writing and be supported by any documentation as the Bank

may require, and shall be effective only upon receipt of such notice by the Bank. All communications including the service of any legal process sent by post to or left at my/our last address registered with the Bank shall be deemed to have been duly delivered to and received by me/us.

4.2 I/We hereby agree that:-

- (a) I/we shall immediately notify the Bank of the change in my/our status from a private company or a partnership to a limited liability partnership and such notification will be supported by any documentation as the Bank may require; and the notification shall be effective only upon receipt of such notice by the Bank; and
- (b) the Bank is entitled to refuse to act on any or my/our instructions relating to the Banking Accounts unless and until I/we have furnished all documents required by the Bank including but not limited to a fresh mandate.

## 5. Cheques Truncation and Conversion System (CTCS)

5.1 Pursuant to Bank Negara Malaysia's guidelines on Cheque Truncation and Conversion System (CTCS), I/we hereby agree and acknowledge the following that:-

- (a) usage of rubber stamp/personal seal on cheques are not allowed;
- (b) the debiting of the Banking Accounts will be based on the cheque images presented since the original cheque would be with the collecting bank;
- (c) any request for original cheques to be returned to me/us after payment being made will not be considered by the Bank. The Bank if at all would only be able to provide the images of the cheque instead of the physical cheques; and
- (d) for inward returned cheques, the Bank will no longer be able to return to me/us the original cheques and may only forward to me/us either an inward return document (with a copy of the image of the original cheque) or notice of the dishonoured cheque at my/our own risk and expense.

5.2 I/We hereby agree that collection of foreign cheques shall be subject to all applicable rules, regulations and policies applicable to collection of foreign cheques, whether they are applicable to the Bank, to the agent bank or to the foreign bank.

## 6. Bank's Right Not To Collect Cheques

6.1 I/We agree that the Bank reserves the right:-

- (a) not to collect any cheques crossed "account payee" or "a/c payee" with or without the word "only" made out in favour of third parties deposited by me/us into my/our Banking Accounts;
- (b) not to collect cheques made out in two or more payees' names with the word "and" placed between the two or more names into any individual Banking Accounts belonging to any one of the payees. For avoidance of doubt, the Bank may collect such cheques paid into a Joint Account held by ALL named payees of the said cheques;
- (c) not to collect cheques made out in two or more names with the phrase "and/or" placed between the two or more names into any Joint Account of the named payees or any individual Banking Accounts belonging to any one of the payees;
- (d) not to collect cheques made out in two or more names with the word "or" placed between the two or more names into any individual Banking Accounts of the payees or into any Joint Accounts maintained by the payees or any one of the payees with any other person; and
- (e) not to collect cheques for any reasons the Bank may at its absolute discretion deem fit without assigning any reasons thereto.

## 7. Limitation of Liability

7.1 I/We agree that the Bank shall not be responsible for and subject to Clause 7.8 below, I/we shall fully indemnify the Bank and hold the Bank harmless against all losses, costs and expenses which may be incurred by the Bank howsoever arising in connection with any or all of the Banking Accounts including but not limited to the execution by the Bank of any instructions (notwithstanding that such instructions may be fraudulent or unauthorised) or if any of my/our Banking Accounts or any part thereof is reduced or frozen by any government or official authority.

7.2 I/We further agree that when the Bank incurs liability for or at my/our request, the Bank shall have a lien over any funds, securities, monies standing to my/our credit and other valuables deposited with the Bank or to be deposited with the Bank (whether deposited by way of security, safe custody or for any other specific purpose) belonging to me/us, and save where expressly provided otherwise in these Terms and Condition and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant Authorities), the Bank shall have the right to retain such funds, monies or securities and other valuables or my/our written order to withdraw any money from the account or any part thereof and even dishonour any cheques drawn or any withdrawals made by me/us from my/our Banking Accounts until the liability is settled.

7.3 Save where expressly provided otherwise in these Terms and Condition and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant Authorities), I/we hereby agree that in no event shall the Bank be liable for any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings or other consequential, special, incidental, indirect, exemplary or punitive damages suffered by me/us by reason of any delay in performance or non-performance or breach of any obligations of the Bank whether arising from any negligence, breach of these terms and conditions or howsoever and/or arising from the acts or omissions of any of the Bank's employees, independent contractor, representatives and/or agents.

7.4 Notwithstanding anything to the contrary in these Terms and Conditions, the Bank's total liability hereunder however arising (which for the avoidance of doubt, includes liability arising from the acts or omissions of any of the Bank's employees, independent contractor, representatives and/or agents)

shall be limited to actual direct loss suffered by me/us (provided the same is supported by documentary evidence submitted by me/us to the Bank) which shall not in any event exceed aggregate of RM500.00 for all claims.

7.5 I/We further agree to be liable for and to indemnify the Bank on all claims made against the Bank and all penalties, charges, damages, claims, losses, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which the Bank may incur as a result of:-

- (a) my/our breach of this Terms and Conditions;
- (b) my/our fraudulent acts,
- (c) my/our disclosure of Security Details to any other person or in any emails or on a website that is not the Bank's,
- (d) my/our failure to take reasonable steps to keep the Security Details private and/or secure at all times;
- (e) my/our failure to report a breach, disclosure or compromise of the Security Details as soon as reasonably practicable upon being aware of the breach or loss respectively.
- (f) the Bank discharging a valid mandate requested by me/us;
- (g) the Bank enforcing any of its rights against me/us;
- (h) the Bank complying with any regulatory requirements; and/or
- (i) the Bank complying with any court judgment or any court order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any court actions or court proceedings or from any other proceedings actions or claims other than that of a court and which are applicable to or directed to or in any way related to me/us, and/or my/our Banking Accounts and/or any other of my/our accounts of whatsoever description which is/are maintained with the Bank, and/or any information, particulars or matters contained in any of the aforementioned Banking Accounts.

7.6 In furtherance of the provisions of this Clause, I/we agree that any certificate issued by any manager or officer of the Bank to evidence such sum to be indemnified shall be deemed to be final, binding and conclusive as against me/us. I/We further agree that the Bank may in addition to any other rights which they may have against me/us, debit or deduct the said sum from the Banking Accounts without giving prior notice to me/us.

7.7 I/We also further agree that the Bank shall not be responsible in any way whatsoever for any loss, damage, injury, inconvenience or embarrassment suffered by me/us by reason of any delay in performance or non-performance of any obligations of the Bank herein due to any causes beyond the reasonable control of the Bank including but not limited to causes such as computer, electronic, electrical system failure malfunction or breakdown or the interruption, non-supply breakdown or failure in supply of electricity or power for any length of time.

7.8 The indemnities provided above shall not be applicable in relation to electronic banking, direct debit and cardless transactions allowed to be carried out by the Bank, to the extent that the losses, costs or expenses incurred, arise from:-

- (a) the Bank's failure to notify me/us of my/our obligations to ensure the confidentiality and security of my/our Security Details, as well as of your obligation to immediately inform the Bank in the event of a breach, disclosure or compromise of the same;
- (b) the Bank's failure to provide me/us with adequate means to notify the Bank of any unauthorised or disputed transactions;
- (c) a technical breakdown or proven deficiency in the systems and equipment under the full control of the Bank;
- (d) a proven weakness or vulnerability in the security features and controls adopted by the Bank;
- (e) transaction(s) that occurred after the Bank has been notified by me/us of an unauthorised transaction or of the breach, disclosure or compromise of any Security Details provided that the said breach, disclosure or compromise of Security Details was not due to my/our own acts;
- (f) transaction(s) that occurred immediately prior to the Bank being notified by me/us of the unauthorised transaction or of the breach, disclosure or compromise of any Security Details provided that the said breach, disclosure or compromise of Security Details was not due to my/our own acts and that the notification was made forthwith and without delay;
- (g) transaction(s) that occurred prior to me/us receiving any Security Details in relation to the access and use of my/our Banking Accounts); and/or
- (h) Security Details that are forged, faulty, expired or cancelled provided that it is not due to my/our own acts or omissions.

## 8. Bank's Right to Set-Off

8.1 I/We agree that in addition to any general lien or other similar right to which the Bank as bankers may be entitled at law, the Bank may at any time upon giving me/us seven (7) days prior written notice, combine or consolidate any or all of my/our Banking Accounts and set-off or transfer any sum or sums standing in the credit of any or all of the Banking Accounts in or towards satisfaction of any of my/our liabilities to the Bank whether such liabilities to the Bank including any legal cost incurred for the purpose of preservation and enforcement of any rights of the Bank relating to Banking Accounts, be from within Malaysia or abroad or primary or collateral or several and joint, notwithstanding such liabilities are in a different currency from the Banking Accounts and in the event that the liabilities are in foreign currency, I/we hereby agree and authorize the Bank to effect any necessary conversion at the Bank's own rate of exchange than prevailing or for such monies mistakenly paid into my/our Banking Accounts by the Bank or any other third party. Further, in so far as my/our liabilities to the Bank are contingent or future, the Bank's liabilities to me/us to make payment of any



sum(s) standing to the credit of any of my/our Banking Accounts shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.

I/We hereby agree that the Bank's right and authorisation under this Clause shall not be affected by my/our death, bankruptcy, insolvency, composition with other creditors or any legal proceedings against me/us.

#### **9. Bank's Right to Debit Banking Account**

9.1 I/We agree that the Bank has the right to debit my/our Banking Accounts upon prior or immediate written notice, any sum that has been credited into my/our Banking Accounts as a result of any suspicion of any tampered instrument/instructions/fraudulent transaction and/or any regulatory requirements, whether with/without my/our involvement.

#### **10. Closure of Banking Accounts**

10.1 I/We hereby agree that the Bank reserves its right to:-

- (a) close any Banking Accounts if my/our name appear(s) in the blacklist issued by the Credit Bureau, Bank Negara Malaysia by giving me/us fourteen (14) days notice of such intention.
- (b) close any Banking Accounts for any reason whatsoever by giving fourteen (14) days notice of such intention and the Bank shall not be bound to disclose any reasons thereof.
- (c) initiate auto closure of my/our Banking Accounts if there is no initial deposit placed within thirty (30) days from the date the account was created.

#### **11. Depositing of Cheques by Depositing Machines or Deposit Boxes**

11.1 I/We hereby authorise the Bank to accept the depositing of cheques into my/our Banking Accounts which are deposited by way of cheque deposit machines/fast cheque deposit boxes provided by the Bank accompanied with the prescribed envelope and or deposit forms provided by the Bank (if applicable). I/We further agree that any receipts printed by the cheque deposit machine shall constitute sufficient evidence that the cheques(s) were deposited in the said machine and that I/we shall not hold the Bank responsible or liable if any cheque(s) was/were not enclosed in the prescribed envelope or the deposit form was not completed in full with the relevant information or if the prescribed form is wrongly filled with the incorrect account number, name or otherwise or if the account number, name or amount is wrongly keyed in on the cheque deposit machine/fast cheque deposit boxes.

11.2 I/We further agree that should the cheque(s) deposited through the cheque deposit machines or the fast cheque deposit boxes, where applicable, suffer any Irregularities, then the Bank has the right to exercise its absolute discretion on whether or not to collect on the said cheque(s).

11.3 In the event the Bank exercises its discretion to collect on such cheque(s) which contain the aforementioned Irregularities, the proceeds of such cheque(s) collected by the Bank may be credited into a Sundry Creditors Account maintained by the respective branches of the Bank. I/We further agree that the proceeds collected under the said cheque(s) shall be maintained in the Sundry Creditors Account until such time I/we make a claim for the respective amounts due to me/us under the said cheque(s) PROVIDED that I/we submit such evidence and or documents to the satisfaction of the Bank.

11.4 I/We further agree that the Bank reserves the right to request for any additional documents and/or evidence as it deems fit from me/us in the event of such Irregularities.

#### **12. Transfer of Funds From the Banking Accounts via the ATM and/or Electronic Banking Services**

12.1 In the event I/we transfer any funds from any of my/our Banking Accounts to any of my/our Banking Accounts or to any banking accounts belonging to third parties, I/we hereby agree that the amount shall be automatically debited from my/our Banking Accounts upon completion of the transaction and deemed transferred to the receiving banking accounts and that I/we am/are not entitled to request the Bank to refund or re-credit my/our Banking Accounts for any reasons whatsoever.

#### **13. Telecommunications**

13.1 Subject to Clause H.7 above:

- (a) I/we agree that at my/our request, the Bank is authorised to release information relating to my/our account, exchange rates or interest rates (subject to fluctuation) at its discretion via telephone, telex or facsimile. Information or rates given via telephone shall not be binding on the Bank unless subsequently confirmed by the Bank in writing;
- (b) I/we authorise the Bank to send any account information, updates and reminders pertaining to my/our account or transaction via short messaging service ("SMS") to my/our mobile phone number or via email to my/our email address which is provided by me/us to the Bank, including any other updates that the Bank may make available from time to time.

13.2 The Bank is authorised to rely and act on the confirmation received by the Bank from me/us on any information requested via telephone ("Telecommunication Confirmation") and I/We agree that the Bank is authorised to treat any Telecommunication Confirmation which the Bank in its sole discretion believes came from me/us, as fully authorised by me/us and to rely and act on it, and the Bank shall not be liable for any loss suffered by me/us if such Telecommunication Instructions did not in fact come from me/us.

13.3 I/We agree to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of the Bank acting on the Telecommunication Confirmation in good faith. This indemnity shall continue in spite of any revocation of authorisation, termination of any service and/or closure of any account.

13.4 The Bank may at its discretion, introduce further security measures to ensure, as far as possible, that the Telecommunication Confirmation have been authorised by me/us.

#### **14. Statement of Account**

14.1 A statement of the balances in my/our Banking Accounts will made available to me/us by way of electronic channels/means. I/We acknowledge that I/We can still obtain the hardcopy statement, by requesting for the same at any of the Bank's branch or self-service terminals. However, if I/We request for said additional hardcopy statements, a charge shall be imposed as shall be determined by the Bank as it deems fit. The amount of charges will be displayed at the Bank's branches/premises or as published at the Bank's website accordingly as the Bank deems fit. I/We understand that savings accounts statements are generated quarterly whilst current accounts statements are generated on monthly basis.

14.2. I/We agree to examine all alerts and statements in relation to my/our Banking Accounts in a timely manner and undertake to notify the Bank without delay of any errors, irregularities, discrepancies, claims or unauthorised debits or items whether made, processed or paid as a result of forgery, fraud, lack of authority, negligence or otherwise by any person whatsoever.

14.3. I/We further agree that if I/we fail to advise the Bank in writing of the non-receipt of the alert and/or statement and further to obtain the alert and/or statement from the Bank, or fail to notify the Bank in writing of any errors, discrepancies, irregularities or unauthorised claims, debits or transactions in the alert and/or statement within twenty one (21) days from the date of the alert and/or statement (whether or not received by me/us), the records on the alert and/or statement shall be conclusive evidence that the transaction(s) stated in the said alert and/or statement is/are properly carried out and I/we shall be deemed conclusively to have accepted all matters contained in the alert and/or statement as true and accurate in all respects. Any disputes as to the transactions brought to the Bank's notice after the said twenty one (21) days shall not be entertained by the Bank. Any amendment thereafter of the alert and/or statement shall be at the sole discretion of the Bank.

14.4 I/We agree that all statement of accounts and any other documents that may be related to my/our Banking Accounts shall be retained by the Bank in accordance with its own retention policy.

#### **15. Rules and Regulations of Regulatory Bodies**

15.1 I/We hereby agree that in addition and without prejudice to any of the Terms and Conditions herein, where applicable, the Terms and Conditions herein shall be governed by and subjected to the rules, regulations and guidelines from time to time issued by Bank Negara Malaysia, the Association of Banks in Malaysia and other relevant Authorities made pursuant to applicable laws. I/We hereby agree that the availability and the continued availability of any of the services presently and/or hereafter from time to time and at any time offered by the Bank to me/us shall be dependent upon and subject to the said rules, regulations and guidelines and that in the event of an inconsistency between the Terms and Conditions herein and the rules, regulations and guidelines of the relevant Authorities, the latter shall apply to the extent of such inconsistency.

#### **16. Standing Instructions, Banking Transaction, Interest**

16.1 I/We hereby agree that any payment or transfer of funds to be made or effected pursuant to any standing instructions given to the Bank shall be subjected to such minimum balances being maintained in the Banking Accounts from which the funds are to be paid or transferred as may from time to time be prescribed by the Bank.

16.2 I/We further agree that all transactions carried out at the Bank shall be subject to such proof of identification that the Bank may at its absolute discretion require and shall be verified in such manner and method and by such other means that the Bank may deem fit and adopt from time to time including but not limited to identification by way of thumbprint verification manually, electronically and/or digitally or by such other means, manner or method that the Bank may deem fit and adopt from time to time. I/We hereby agree that the Bank shall not be liable to me/us for relying on any such verification process and proceeding to carry out any such banking transactions.

16.3 I/We agree that the interest on Banking Accounts shall only be payable according to the rates and conditions as advertised or notified by the Bank from time to time and may be limited to specific Banking Accounts or subject to minimum balances being maintained.

16.4 I/We agree that no interest will be paid on Banking Accounts that has been frozen by the Bank in accordance with Clause H.2.1.

#### **17. Specific Terms and Conditions**

17.1 I/We hereby agree that notwithstanding anything herein contained, the terms and conditions governing the operation of any specific Banking Accounts or the use of any card linked to any of my/our Banking Accounts as contained in any other document used in connection with such but not limited to accounts or card, notices, Savings Account passbook or Fixed Deposit receipts, brochures or advertisements of the Bank specifying such additional terms and conditions as being applicable shall apply and in the event of any inconsistency, shall prevail over the Terms and Conditions herein.

#### **18. Future Accounts**

18.1 I/We agree that the above terms and conditions together with any subsequent additions, deletions or amendments that the Bank may make from time to time shall apply to any future Banking Accounts which I/we may maintain with the Bank.

#### **19. Change of Terms and Conditions**

19.1 I/We hereby acknowledge that the Terms and Conditions herein are not exhaustive and that the Bank reserves the right to add, modify or delete any of the Terms and Conditions and any such additions, modifications or deletions shall be binding on me/us and be deemed to have come to my/our

attention by way of display at the Bank at any of its branches or published on the Bank's website or advertised or notified by any other means that the Bank may deem fit at its discretion with twenty one (21) days' prior notice to date of implementation. All previous terms and conditions shall be revoked and wholly superseded by these Terms and Conditions.

I/We hereby agree that insofar as the MFCA are concerned, if changes to the terms and conditions are required to ensure compliance to FEA Rules or such other relevant or applicable law or regulatory requirements, I/We hereby waive the requirement of the twenty one (21) days notice as referred to in the preceding paragraph.

## **20. Valid Assent of the Terms and Conditions**

20.1 I/We hereby agree that the signing of the Bank's application form for the opening of the Banking Accounts constitute a valid consent by me/us to the Terms and Conditions of the Bank and to any amendments thereof as herein provided.

20.2 In the event I/we am/are not agreeable to this Terms and Conditions, I/we shall hereby close my/our Banking Accounts, notify the Bank in writing of the same and return all related property of the Bank in my/our possession within twenty one (21) days of the date of my/our written notice.

20.3 In the event I/we continue to maintain and operate the Banking Accounts twenty one (21) days from the effective date of this Terms and Conditions, I/we shall be deemed to have accepted this Terms and Conditions and the same shall be binding, enforceable and conclusive against me/us.

## **21. Bank's Right to Decline Transactions**

21.1 I/We hereby agree that notwithstanding anything herein contained to the contrary, the Bank has the absolute right not to accept any deposit of any money or cheques and/or allow or carry out any other transaction including withdrawals of money in respect of my/our Banking Accounts including but not limited to any transfers and telegraphic transfers of moneys from or to my/our Banking Accounts without assigning any reasons whatsoever to me/us.

## **22. Disclosure of Customer Information and Personal Data under the FSA and PDPA**

22.1 I/We consent and authorise the Bank to collect, process, disclose, transfer, maintain, store and retain my/our personal data that I/we has/have provided or that the Bank has obtained about me/us, my/our Banking Account(s) and/or the transactions thereunder. The Bank however agrees not to disclose to third parties such personal data unless it is:

- (a) to comply with an order or request made by an enforcement agency in Malaysia under any written law for the purposes of investigation or prosecution of an offence under any written law;
- (b) required by the Inland Revenue Board of Malaysia under section 81 of the Income Tax Act 1967 for purposes of facilitating exchange of information pursuant to taxation arrangements or agreements having effect under section 132 or 132A of the Income Tax Act 1967;
- (c) in relation to the performance of any supervisory duties by a relevant authority outside Malaysia which exercises functions corresponding to those of Bank Negara Malaysia under the FSA;
- (d) in relation to the conduct of centralised functions, which include audit, risk, management, finance or information technology or any other centralised function within the Bank's group of companies (where applicable);
- (e) in relation to a due diligence exercise approved by the board of directors of the Bank in connection with merger and acquisition, capital raising exercise or sale of assets or whole or part of business;
- (f) for the performance of functions of the Bank which are outsourced; and/or
- (g) necessary to carry out and complete a transaction or any other instruction or mandate given by me/us.

22.2 I/We also consent and agree to the Bank conducting credit checks and verification of information given by me/us in my/our application for the Banking Accounts or services with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information.

22.3 Further and without prejudice to Clause 21.1 and 21.2 above, I/we also hereby expressly consent to the Bank's disclosure of my/our financial condition, details of accounts, account relationship with the Bank including credit balances to:-

- (a) government or regulatory Authorities in Malaysia and elsewhere, including Bank Negara Malaysia, Credit Bureau, Central Credit Reference Information System (CCRIS), Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad;
- (b) entities under the Maybank Group;
- (c) party(ies) providing services (including but not limited to outsourcing vendors, lawyers, nominees, custodians, centralised securities depository or registrar, debt collection agents, and/or intermediary/correspondent banks) to the Bank;
- (d) the Bank's agents, consultants and professional advisers;
- (e) the Bank's or any of the Maybank Group's assignees; and
- (f) any other person or entity to whom disclosure is permitted or required by any law, regulation, governmental directive or request including but not limited to any request by the Police or any other investigating officer conducting any investigation.

and, unless and to the extent as may be determined otherwise by relevant Authorities, I/we acknowledge that the said disclosure is necessary to facilitate the performance and functions of the Bank as contemplated herein.

22.4 The Bank may, subject to compliance with the applicable regulatory rules or guidelines, use or apply any information relating to me/us collected, compiled, or obtained by the Bank through or by whatever means and methods for such purposes as determined by the Bank. The Bank however shall not share the information relating to me/us to any other companies within the Maybank Group for the purpose of cross-selling products and services, where I/we have opted out of the same in writing whether at the point of opening of the relevant Banking Account(s) or thereafter. Further, the Bank shall only disclose my/our information to other third parties (outside the Maybank Group) for marketing and promotional purposes where I/we have opted in to the same, in writing, at the point of opening of the relevant Banking Account(s) with the Bank or at any time thereafter.

22.5 Subject to my/our express consent, I/we hereby agree that the Bank's employees, independent contractor, representatives and/or agents may contact me/us from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any products or services promotion unless objected to in writing by me/us.

22.6 I/We also declare that all personal information and data set forth herein is/are all true, up to date and accurate and should there be any changes to any personal information or data set forth herein, I/we shall notify the Bank immediately via a written notice. I/We acknowledge that the Bank shall not be liable for and that I/we shall indemnify the Bank for any loss or damage that may arise due to my/our failure or delay to keep the Bank updated as to any changes to my/our information and details pertaining to me/us and/or my/our Banking Accounts.

### **23. Force Majeure**

23.1 The Bank shall not be liable to me/us or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if:-

- (a) the Bank is unable to perform any of its obligations hereunder or to provide any of the services as contemplated herein due to Force Majeure; or
- (b) if funds credited or debited from the Banking Accounts becomes inaccessible or diminish in value due to Force Majeure.

23.2 Where any currency in which the Bank must make payment becomes unavailable due to restrictions on convertibility or transferability or Force Majeure or any reason whatsoever, the Bank may make payment in such other currency at the exchange rate determined by the Bank.

### **24. Severability and Waiver**

24.1 If any Terms and Condition are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be affected.

24.2 Any waiver or indulgence granted by the Bank shall not prevent the Bank from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or other rights or require the Bank to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

### **25. Governing Law**

25.1 These Terms and Conditions shall be governed by the laws of Malaysia. The Bank may commence proceedings against me/us in Malaysia or elsewhere, irrespective of my/our place of residence or business or the place where the Banking Account(s) is maintained.

### **26. Successors Bound**

26.1 These Terms and Conditions shall be binding upon my/our heirs, personal representatives and successors-in-title and the successors-in-title and assigns of the Bank. I/We shall not assign any of my/our rights and interest in the Banking Accounts or the services rendered by the Bank as contemplated herein. My/Our obligations and liabilities shall continue notwithstanding any change by amalgamation, reconstruction or otherwise in the constitution of the Bank.

### **27. Security Procedure**

27.1 I/We hereby agree to keep my/our Security Details in relation to my/our Banking Accounts, confidential and personal to me/us and shall take all reasonable precautions at all times to prevent unauthorised or fraudulent use of them.

27.2 I/We hereby acknowledge that I/we must not disclose, compromise, share or otherwise provide access to my/our Security Details to any other person and that I/we shall not record my/our Security Details, in any way that may result in them becoming known to another person.

27.3 In the event that:

- (a) my/our Security Details (or any part thereof), are breached, compromised or otherwise accessed by a third party, for any reason; or
- (b) I/we have lost or misplaced any such Security Details (or any part thereof); or
- (c) an unauthorised transaction has been carried out in relation to my/our Banking Account(s);

I/we hereby undertake that I/we shall forthwith and without delay notify the Bank and provide all relevant information as may be required by the Bank in accordance with Clause 30 herein.

**28. Electronic Banking Services**

- 28.1 I/We may use the Electronic Banking Services to perform any transactions or give instructions to the Bank on my/our Banking Accounts or any other services that are offered by the Bank under its Electronic Banking Services. The Electronic Banking Services are subject to further terms and conditions, which are available with the respective Electronic Banking Services or upon request made to the Bank.
- 28.2 The terms and conditions applicable to the Electronic Banking Services shall apply to me/us in the event that I/we use the Electronic Banking Services to perform any transactions pertaining to my/our Banking Accounts.
- 28.3 The terms and conditions applicable to the respective Electronic Banking Services are in addition to these Terms and Conditions. In the event of conflict and/or inconsistency between the Terms and Conditions herein and terms and conditions applicable for the respective Electronic Banking Services, the terms and conditions applicable to the respective Electronic Banking Services shall prevail to the extent of the inconsistency.

**29. Taxes**

- 29.1 Any goods and services tax or levies now or hereafter imposed by law or required to be paid in respect of any monies payable to or to be received by the Bank on any expenses incurred or to be incurred by the Bank (except where prohibited by law) shall be borne by me/us.
- 29.2 I/We agree that the Bank reserves the right to debit my/our Banking Accounts for such taxes or levies payable by me/us. In the event such debiting causes my/our Banking Accounts to be overdrawn, interest at the Bank's prevailing rate(s) shall be charged accordingly to me/us.

**30. Dormant Account**

- 30.1 I/we agree that if no transactions are carried out on my/our Banking Accounts for a specified period or any other period determined by the Bank at its absolute discretion, the Bank may consider such Banking Accounts dormant and impose a charge or fee on that account and subsequently close it with prior notice to me/us.
- 30.2 Current Accounts shall be considered dormant in the event there are no transactions for a period of three (3) continuous months or any other period determined by the Bank at its absolute discretion.
- 30.3 Savings Accounts shall be considered dormant in the event there are no transactions for a period of twelve (12) continuous months or any other period determined by the Bank at its absolute discretion.
- 30.4 Once an account is considered dormant, I/we may either opt to reactivate such dormant account or close it before the available funds are transferred to the Registrar of Unclaimed Moneys.
- 30.5 I/We agree that the Bank may also close the Banking Accounts or withdraw, suspend or terminate any or all of the services in accordance with any guidelines or rules of Bank Negara Malaysia or any body/association/regulatory authority or of the Bank.
- 30.6 I/We hereby agree that under the prevailing Unclaimed Moneys Act, 1965 or any statutory amendments thereto, any moneys standing to the Banking Accounts which are not in operations for seven (7) years including any interest accrued to the credit of such Banking Accounts must be gazetted as "Unclaimed Monies" and shall be remitted to the Registrar of the Unclaimed Moneys and such Banking Accounts will then be closed by the Bank. The Bank shall provide me/us with twenty one (21) days' notice prior to any such remittance to the Registrar of Unclaimed Monies.
- 30.7 I/We agree that the interest on my/our Banking Accounts that has been considered dormant will be reduced according to the rates as advertised on the Bank's website, branches or notified by the Bank by giving twenty one (21) days' prior notice.

**31. Enquiries/Complaints/Communication**

- 31.1 Should I/we have any queries, concerns or complaints in relation to my/our Banking Accounts and/or these Terms and Conditions (including but not limited to providing notification under Clause 27.3), I/we hereby agree to contact the Bank at the following contact points:

Maybank Group Customer Care,  
Lot 12, Jalan Astaka U8/84,  
Section U8, Bukit Jelutong,  
40150 Shah Alam,  
Selangor.

Telephone no.: 1300-88-6688  
Overseas telephone no.: +603-78443696  
Fax no.: 1300-88-8899  
Email address: mgcc@maybank.com.my

- 31.2 I/We agree to specify the nature of my/our query, complaint and/or dispute and such other details or information as may be required by the Bank (for example and as applicable, my/our name, the affected account, the date and amount of the disputed transactions, the reason why I/we dispute the transaction, etc.) and I/we acknowledge that such complaint and/or dispute shall be investigated, handled and/or resolved in accordance with the Bank's complaints and dispute resolution procedure.
- 31.3 I/We hereby undertake that any complaints and claims made by me/us shall be true and legitimate and I/we acknowledge that I/we will be liable to the Bank in relation to false or fraudulent complaints or claims.

**32. Compliance with Regulatory Requirements**

- 32.1 I/We hereby confirm that all the transactions undertaken under my/our account are strictly lawful in nature and I/we agree to abide by any regulatory requirement and will disclose all required information to the Bank. The information disclosed by me/us shall be deemed to be accurate and final for the Bank to process the transaction.
- 32.2 I/We hereby agree that the Bank has the right to hold any funds residing in my/our account to ensure compliance with relevant regulatory requirement and the Bank reserves the right to debit my/our account in the event of non-compliance to the relevant regulatory requirement.
- 32.3 I/We hereby agree that the Bank may at its sole and absolute discretion reject any transaction including but not limited to outward application and/or transaction made by me/us at any time in the event the Bank is not satisfied with the supporting documents provided.

**33. Declaration**

33.1 I/We hereby declare and represent to the Bank that:-

- (a) I/we am/are not an undischarged bankrupt and that no Insolvency Matter have been instituted against me/us under the laws of Malaysia or any other jurisdiction;
- (b) the information given by me/us to the Bank is/are true and correct and I/we hereby authorise the Bank to verify the same from any source, as the Bank may in its sole discretion deem appropriate. I/we agree that the Bank may close any Banking Accounts immediately in the event that any declaration made by me/us herein is found to be false or inaccurate;
- (c) I/we consent to the disclosure by the Bank of any information herein to any regulatory or enforcement authorities for the purpose of complying with the legal, regulatory, compliance and risk management's requirements including but not limited to the purposes of compliance with the Foreign Account Tax Compliance Act ("FATCA") and the Common Reporting Standards required by the Organisation For Economic Co-operation and Development ("CRS");
- (d) I/we consent to the withholding from any Banking Accounts that I/we have with the Bank, such amounts and/or the classification of me/us as a reportable account(s) in accordance with the requirements of FATCA and/or CRS, applicable laws, regulations, agreement, or regulatory guidelines or directives and/or for the Bank to close the Banking Accounts, in the event I/we fail to provide accurate and/or complete information and/or documentation as the Bank may require; and
- (e) In addition to the above, I/we also undertake to provide the Bank with written notice within thirty (30) days, should there be any change in information or declaration provided to the Bank including the information provided and the declarations made in compliance with the FATCA and or CRS requirements.