

Business Account Rules & Regulations

SME BUSINESS ACCOUNT RULES AND REGULATIONS INFORMATION SHEET

These Rules and Regulations are intended to be read together with the rules and regulations governing the specific types of accounts opened by you, as stated in other documents such as pamphlets and brochures issued by us from time to time.

By opening the account with us, or by continuing to maintain the account, you agree that these Rules and Regulations shall apply to all your SME business accounts (other than Credit Card accounts and Islamic accounts) opened or maintained with Standard Chartered Bank Malaysia Berhad, the services related to these accounts, and our Investment Services, as described in the Rules and Regulations. The accounts and services governed

by these Rules and Regulations include (but are not limited to) the following:

- (a) Savings, current and fixed/time deposit accounts (irrespective of currency);
- (b) Investment Services and investment accounts;
- (c) Electronic Banking Services, e.g. Online Banking, Phone Banking, SMS Banking, SMS Alerts, eStatement;
- (d) Automated teller machine (ATM) card services;
- (e) Other services at our branches, e.g. telegraphic transfers, standing instructions, MasterSweep facility.

When you open any of the accounts or subscribe for any of the services governed by these Rules and Regulations, the portions of these Rules and Regulations which are relevant to that account/service will be activated. Accordingly, please keep this booklet for reference for any subsequent accounts or services which you may open or subscribe for in the future. This will allow us to minimize the number of forms which you will need to sign in the future for opening of accounts or obtaining services covered in these Rules and Regulations.

Please note, though, that, as and when new accounts, products or services are introduced which are not covered by this version of the Rules and Regulations, additional documentation or agreements may be necessary.

If you have any existing accounts or services with us which are covered by these Rules and Regulations, these Rules and Regulations will also apply to all such existing accounts and services, even though they may have been opened or taken up before these Rules and Regulations were introduced.

Please also note that we are entitled to change or add to these Rules and Regulations at any time in the future by written notice to you. If this occurs, you are entitled to close your affected accounts and terminate your use of affected services at that time by informing us in writing.

Please note that this Information Sheet is not intended to constitute legal or financial advice to you. You are strongly encouraged to read and understand these Rules and Regulations and, if you consider it necessary, seek independent legal and/or financial advice before agreeing to these Rules and Regulations.

If you agree to these Rules and Regulations, please complete and sign the declaration form attached overleaf and return the original signed copy to us.

SME CUSTOMER DECLARATION

I/We declare that a copy of the SME Business Account Rules and Regulations (“Rules and Regulations”) have been given to me/us. I/We accept and agree to be fully bound by the Rules and Regulations.

I/We represent, warrant and agree with you as follows:

- (a) I am/We are transacting on my/our own behalf as principal and not on behalf of any other person, whether as trustee, agent or nominee (except where you have been notified otherwise in writing at the time of my/our application for the account or services;
- (b) You may vary or modify all or part of the Rules and Regulations from time to time and at any time, in the manner stated in the Rules and Regulations;
- (c) I/We understand that the Rules and Regulations contain:
 - (i) indemnities;
 - (ii) authorisations and consents by me/us; and
 - (iii) limitations or waivers of liability on your part.

I/we confirm that I/we agree to these indemnities, authorisations and consents, and these limitations/waivers of liability. I/We understand that the Rules and Regulations will govern all my/our existing accounts, all products and services obtained by me/us from you, and all other accounts, products and/or services which I may request or apply for in the future, to the extent that such accounts, products and services are covered under the Rules and Regulations, and that these Rules and Regulations supersede and override all previous agreements, terms and conditions governing such existing accounts, products and services, unless you inform me otherwise in writing.

I/We also understand that these Rules and Regulations must be read together with the rules and regulations governing the specific types of accounts that I/we have opened, as stated in other documents such as your pamphlets or brochures for those types of accounts.

I/We agree and consent to you sending to me/us information on products and services offered by you, including those by your merchants and strategic partners, to the addresses, contact numbers and e-mail address I/we have given above.

(For Investment Services only) I/We declare that the Investments are not being acquired or held beneficially by or for another person or in violation of any applicable law.

Yours faithfully

.....
 Authorised signatories for and on behalf of [Applicant]
 Applicant Name:
 IC/Company/Business No.:
 Rubber stamp of the Applicant
 Date:
 Please tear along this line

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- (a) Savings, current and fixed/time deposit accounts (irrespective of currency);
- (b) Investment Services and investment accounts;
- (c) Electronic Banking Services, e.g. Online Banking, Phone Banking, SMS Banking, SMS Alerts, eStatement;
- (d) Automated teller machine (ATM) card services;
- (e) Other services at our branches, e.g. telegraphic transfers, standing instructions, MasterSweep facility.

When you open any of the accounts or subscribe for any of the services governed by these Rules and Regulations, the portions of these Rules and Regulations which are relevant to that account/service will be activated. Accordingly, please keep this booklet for reference for any subsequent accounts or services which you may open or subscribe for in the future. This will allow us to minimize the number of forms which you will need to sign in the future for opening of accounts or obtaining services covered in these Rules and Regulations.

Please note, though, that, as and when new accounts, products or services are introduced which are not covered by this version of the Rules and Regulations, additional documentation or agreements may be necessary.

If you have any existing accounts or services with us which are covered by these Rules and Regulations, these Rules and Regulations will also apply to all such existing accounts and services, even though they may have been opened or taken up before these Rules and Regulations were introduced.

Please also note that we are entitled to change or add to these Rules and Regulations at any time in the future by written notice to you. If this occurs, you are entitled to close your affected accounts and terminate your use of affected services at that time by informing us in writing.

Please note that this Information Sheet is not intended to constitute legal or financial advice to you. You are strongly encouraged to read and understand these Rules and Regulations and, if you consider it necessary, seek independent legal and/or financial advice before agreeing to these Rules and Regulations.

If you agree to these Rules and Regulations, please complete and sign the declaration form attached overleaf and return the original signed copy to us.

SME CUSTOMER DECLARATION

I/We declare that a copy of the SME Business Account Rules and Regulations (“Rules and Regulations”) have been given to me/us.

I/We accept and agree to be fully bound by the Rules and Regulations.

I/We represent, warrant and agree with you as follows:

- (a) I am/We are transacting on my/our own behalf as principal and not on behalf of any other person, whether as trustee, agent or nominee (except where you have been notified otherwise in writing at the time of my/our application for the account or services;
- (b) You may vary or modify all or part of the Rules and Regulations from time to time and at any time, in the manner stated in the Rules and Regulations;
- (c) I/We understand that the Rules and Regulations contain:
 - (i) indemnities;
 - (ii) authorisations and consents by me/us; and
 - (iii) limitations or waivers of liability on your part.

I/we confirm that I/we agree to these indemnities, authorisations and consents, and these limitations/waivers of liability.

I/We understand that the Rules and Regulations will govern all my/our existing accounts, all products and services obtained by me/us from you, and all other accounts, products and/or services which I may request or apply for in the future, to the extent that such accounts, products and services are covered under the Rules and Regulations, and that these Rules and Regulations supersede and override all previous agreements, terms and conditions governing such existing accounts, products and services, unless you inform me otherwise in writing.

I/We also understand that these Rules and Regulations must be read together with the rules and regulations governing the specific types of accounts that I/we have opened, as stated in other documents such as your pamphlets or brochures for those types of accounts.

I/We agree and consent to you sending to me/us information on products and services offered by you, including those by your merchants and strategic partners, to the addresses, contact numbers and e-mail address I/we have given above.

(For Investment Services only) I/We declare that the Investments are not being acquired or held beneficially by or for another person or in violation of any applicable law.

Yours faithfully

.....
Authorised signatories for and on behalf of [Applicant]

Applicant Name:

IC/Company/Business No.:

Rubber stamp of the Applicant

Date:

SME BUSINESS ACCOUNT RULES AND REGULATIONS

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These Rules and Regulations shall apply to all your SME Business accounts, **other than** Credit Card accounts and Islamic accounts, opened or maintained with Standard Chartered Bank Malaysia Berhad (business accounts only), as well as to our Investment Services (as defined below). We reserve the right to amend or add to these Rules and Regulations at any time by notice in writing to you (including a notice in the periodical statements sent to you) or by displaying a notice to such effect in the banking halls of our branches for a period of not less than 21 days. You are bound by such amendments if you continue to maintain your account(s) or to use our Investment Services.

1. DEFINITIONS AND INTERPRETATION

- (a) In the event of any inconsistency between the English version and other version(s) of these Rules and Regulations or any other document or instrument signed by you in relation to the Account, the English version shall prevail.
- (b) References to clauses shall mean clauses in these Rules and Regulations, unless otherwise specified.
- (c) References to paragraphs shall mean paragraphs in the same clause in which the reference appears, unless otherwise specified.
- (d) In these Rules and Regulations, words referring to the singular shall include the plural and vice versa, and words referring to the masculine gender shall include the feminine.
- (e) Where these Rules and Regulations refer to any particular time, the time recorded in our systems shall be final and conclusive in respect of all transactions governed by these Rules and Regulations.
- (f) Where the Account is linked to a product or service which is governed by a separate agreement or **separate terms and conditions** ("**Other Agreement**") and not by these Rules and Regulations, and there is any conflict between the Other Agreement and these Rules and Regulations, the provisions of the Other Agreement shall prevail to the extent of the conflict.
- (g) Throughout these Rules and Regulations, the following expressions will bear the meanings set out below, unless otherwise provided or the context does not permit:

"ABM Rules" means the Rules of the Association of Banks in Malaysia.

"Account" means any account(s), including but not limited to current account, deposit accounts and Investment Accounts (as the context permits), which you may open or maintain with us, other than Credit Card accounts and Islamic accounts.

"Additional Online PIN" means a unique randomly generated password that is required for certain online services that we may stipulate as a means of identifying you when you use the Electronic Banking Services, and which we will transmit to your Designated Mobile Number or via such other means as we may otherwise select or agree.

"Alert" means a message sent to you under SMS Alerts.

"ATM" means automated teller machine.

"ATM Card" means the card or other device through which you may access your Account via an ATM, together with the relevant PIN.

"Authorised Person" means a person authorised by you in writing (whether in the Account opening form or otherwise) as having the authority (either alone or collectively) to act on your behalf in giving Instructions, to perform any other acts in connection with the Account or receive any service.

"Bill Payment Services" means the services provided by us for payment of bills, by which you can make payments from your Source Account to specified Payees under the Electronic Banking Services.

"BNM" means Bank Negara Malaysia.

"Broker" means the broker with whom we have arrangements for the Equity Investment Services.

"Business Day" means a day (other than Saturday, Sunday or a public holiday) on which banks are open for business in Kuala Lumpur.

"Consolidated Statement" means the consolidated statement service offered by us from time to time, in which Statements for multiple Accounts or types of Accounts are consolidated into a single Statement.

"Consolidated Trust Account" means the Federal Consolidated Trust Account referred to in the Unclaimed Moneys Act 1965.

“Contact Centre” means our Contact Centre, which may be contacted at:

Address : Standard Chartered Bank Malaysia Berhad
Contact Centre
2nd Floor, VADS Plaza,
Taman Tun Dr Ismail,
60000 Kuala Lumpur
Malaysia

Telephone number : 1 300 888 888 or +603-77118888

or at such other address or telephone number as may be specified by us from time to time.

“Custodian” means the custodian appointed by us to hold Investments on your behalf under the Investment Services, and shall (where the context permits) include any sub-custodian.

“Cut-Off Time” means the last time each Business Day or Dealing Day, as the context requires, for us to receive instructions from you.

“Dealing Day” means:

- (i) In respect of Equity Investments, a day on which the relevant Securities Exchange is open for trading;
- (ii) in respect of Unit Trust Investments, a day on which dealings generally take place in the Investments handled by the relevant Investment Company; and
- (iii) in respect of Other Investments, a day on which the relevant exchange, clearing house or other relevant enabling body is open for trading in such Other Investments.

“Designated Email Address” means the email address specified by you when registering for e-Statements, or subsequently notified by you to us in writing from time to time.

“Designated Mobile Number” means your latest mobile phone number in our records.

“EPOS” means electronic point of sales.

“Equity Trading System” means any trading system which we and/or the Broker may (but without obligation) from time to time provide for the purposes of the Equity Investment Services, as may be amended, modified or varied from time to time by us and/or the Broker.

“Equity Investment Services” means the Investment Services in relation to Equity Investments.

“Equity Investments” means stocks, shares and other equity securities, including any right, option or interest in respect thereof (but excluding futures contracts and structured products), whether issued within or outside Malaysia.

“eStatement” means Statements sent to or accessed by you via electronic means.

“eStatement Service” means the Electronic Banking Service whereby you are provided with eStatements.

“Electronic Banking Services” means the services provided by us which enable you to obtain information from us and/or give instructions to us electronically, including (among others) by computer, telephone, mobile telephone, personal digital assistant or other electronic device linked to our system, but excludes the internet-based channel known as “Straight2Bank”.

“email” means electronic mail.

“Fees and Charges” means our fees and charges imposed for the operation of the Account or for other facilities or services provided to you from time to time.

“Fixed Deposit” means a fixed deposit or time deposit.

“Fund Transfer Services” means the services provided by us which enable you to transfer funds from your Source Account to another account under the Electronic Banking Services.

“hard copy” or **“hard copies”** of Statements means paper printouts of Statements issued by us.

“Insolvency Proceedings” means any corporate action, legal proceedings or other step in relation to:

- (i) suspension of payments, moratorium of indebtedness, bankruptcy, winding up, dissolution, administration and reorganisation (other than a solvent liquidation or reorganisation) or composition or arrangement with creditors;
- (ii) the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrator or similar officer in respect of you or any of your assets;
- (iii) expropriation, attachment, sequestration, distress or execution affecting any of Your assets or the enforcement of any security over your assets; or
- (iv) any analogous procedure or step in any jurisdiction.

“Instruction” means instructions in relation to any Account, transaction or service which:

- (i) contain the information we require to carry out the instructions;

- (ii) we receive via: SWIFT, telephone, telex, fax, other teleprocess, our electronic instruction system or such other agreed means; and
- (iii) we believe in good faith has been given by an Authorised Person or are transmitted with such testing or authentication as we may specify,

“Investments” means Equity Investments, Unit Trust Investments and Other Investments but does not include futures contracts, bills of exchange, promissory notes, certificates of deposit issued by any financial institution, or structured products.

“Investment Account” means the relevant account held in your name, or for you as beneficial owner, and maintained with the Custodian or Broker, for purposes of holding your Investments under the Investment Services, and the expression shall refer (as the context requires) to each account maintained for each type of Investment.

“Investment Company” means a company which manages or issues Investments made available under our Investment Services, including but not limited to a unit trust management company.

“Investment Materials” means prospectuses, reports and accounts, promotional and advertising literature, statistical information and other publications and materials issued by any Investment Company or issuer of Investments, and/or relating to any Investments.

“Investment Services” means any and all services provided by us, as permitted by the relevant authorities and applicable laws from time to time, (whether directly or via any Custodian, sub-custodian, Broker, nominee, securities depository, or any other third party) to you to facilitate your dealing in Investments under these Rules and Regulations.

“Joint Account” means an Account held in the name of more than one accountholder.

“Linked Account” means an Account which is linked to your ATM Card.

“Losses” means any losses, damages, demands, claims, liabilities, costs (including legal costs) and expenses of any kind.

“Mandate Form” means the form by which you have instructed the Bank on the number and identity of the person(s) authorised to operate the Account, and includes the Account opening application form. Where you have issued more than one Mandate Form to us, the Mandate Form governing each Account shall be the latest Mandate Form in our records for that Account, regardless of whether or not you have in fact issued any subsequent Mandate Forms.

“MasterSweep” means the facility by which funds are to be automatically transferred from a specified statement savings account to a specified current account whenever the funds in that current account are insufficient to meet the payment of cheques drawn on the current account.

“Mobile Phone” means the mobile phone or such other communication device, bearing the number registered with us, which is used to access SMS Banking.

“Online Banking” means the Electronic Banking Services provided via the internet.

“Online Telegraphic Transfer” means an instruction given by you via the Electronic Banking Services for an international funds transfer.

“Other Investments” means any kind of investment instrument which may be offered by us, other than Equity Investments and Unit Trust Investments, including but not limited to bonds and other debt instruments, whether issued within or outside Malaysia, but excluding futures contracts, bills of exchange, promissory notes, certificates of deposit issued by any financial institution, and structured products.

“Passbook” means the passbook issued in relation to your Account (where applicable).

“Password” means the respective PIN, TIN, Additional Online PIN, or other secret code chosen by you (or if you do not elect to change it, the initial secret code(s) given to you, if applicable) that is used to confirm your identity whenever you use certain services.

“Payee” means the payee organisations stipulated under the relevant Electronic Banking Services, to whom payments may be made under the Bill Payment Services or the Prepaid Top-Up Services.

“Phone Banking” means the Electronic Banking Services provided to you via telephone.

“PIN” means personal identification number.

“Prevailing Overdraft Rate” means the rate of interest from time to time prescribed by us and charged on debit balances permitted by us on any Accounts (not being credit facilities granted pursuant to any letter of offer from us).

“Recipient” means the person to whom you are remitting funds from your Source Account under an Online Telegraphic Transfer.

“Regular Investments” means instructions by you to us for the placement of pre-agreed sums of moneys in Investments specified by you, on a regular periodic basis.

“Regular Investment Date” means the date on which each Regular Investment transaction is to be made.

“Securities Exchange” means any stock exchange recognised by the relevant Malaysian authorities, at which any Equity Investments in which you have invested or wish to invest under the Equity Investment Services, is or may be traded, and shall include but not be limited to Bursa Malaysia Securities Berhad.

“Security Code” means the user identification code (if any) with the applicable Password details agreed between you and us that are used to identify you whenever you access the Electronic Banking Services.

“Service Software” means software supplied to you (if any) for the purpose of accessing any of the Electronic Banking Services from time to time.

“Settlement Account” means the Account designated by you in the relevant Investment Services application form, or such other Account(s) as you may notify us in writing from time to time, for the purposes of cash transactions relating to the Investment Services.

“SMS” means a service known as Short Message Service that enables text and other messages to be transmitted between mobile phones and such other telecommunication or electronic devices as the relevant service providers may make available.

“SMS Alerts” means the Electronic Banking Service provided via SMS, by which we send you SMS messages to alert you to certain types of transactions or to provide you with certain financial information, as offered by us and selected by you from time to time.

“SMS Banking” means the Electronic Banking Services provided to you via SMS, by which you have access to your Accounts.

“Source Account” means the Account designated by you, from which funds are to be used for a fund transfer under the Fund Transfer Services or a payment under the Bill Payment Services. The Source Accounts designated for separate transactions may be different Accounts.

“Statement” includes a statement of accounts, or a contract note, confirmation notice or advice for our Investment Services, or any of these or similar documentation, as applicable, depending on the Account or service.

“TIN” means the PIN required for accessing Phone Banking.

“Trading Session” means, in relation to a Securities Exchange, the specific period(s) of time during which that Securities Exchange is open for trading in Equity Investments.

“Unit Trust Investment Services” means the Investment Services in relation to Unit Trust Investments.

“Unit Trust Investments” means investments in mutual funds, unit trust funds or other types of collective investment schemes, whether set up within or outside Malaysia.

“User Guidance” means any guidelines we may furnish from time to time in connection with your operation of any services provided by us, which may include guidance:

- (i) in hard copy form (for example, in a user manual or by letter);
- (ii) spoken guidelines (e.g. by any technical helpdesks we may operate); and/or
- (iii) through any on-line help service available as part of that service.

“We”, “our” and “us” refers to Standard Chartered Bank Malaysia Berhad.

“Website” means our website, currently at www.standardchartered.com.my, or at such other address as we may announce or notify to you from time to time.

“You” and “your” refers to the accountholder(s) named in the Account opening form, and reference to actions by such person shall include actions taken by the Authorised Person.

“Your System” means the device or equipment, and software contained on it, which is used by you to access any of the Electronic Banking Services.

PART I – GENERAL ACCOUNT RULES & REGULATIONS

2. ACCOUNT OPENING AND SERVICES

- (a) Account opening is subject to our requirements as stipulated or varied from time to time. These requirements include but are not limited to requirements pertaining to age, minimum deposit, supporting documents, and introducer(s), each of which may differ for different types of accounts.
- (b) We are entitled to refuse any application to open an account or for any services without having to give any reason for such refusal.
- (c) Any information provided by you to us in your application to open an account or for any facilities or services, as well as any other information provided by you to us in relation to your Accounts and your use of our facilities and services from time to time, constitute representations to us. You acknowledge that the Account is maintained and our facilities and services are provided to you in reliance upon this information, and you undertake to notify us immediately of any material change to such information.

3. INSTRUCTIONS

- (a) We are authorised to act on all instructions given in accordance with the signing instructions stated in the Account opening form or the Mandate Form or otherwise provided to and accepted by us. If any instructions are unclear or if we receive conflicting instructions, we may choose not to act upon them or any of them until the ambiguity or conflict has been resolved to our satisfaction. We have no obligation to verify the authenticity of any instructions received by us.
- (b) Please use the same style of signature on all withdrawal instructions, cheques, letters etc. as that on the specimen card registered with us at the time you opened the Account. If you wish to change your signature, call upon us and we shall be pleased to arrange for the completion of another specimen signature.
- (c) Where biometric verification of your identity is available, you agree that we are further authorised to rely and act upon any instructions confirmed using such biometric verification.
- (d) Where instructions are received on a non-Business Day or a non-Dealing Day, whichever is relevant for the transaction, or after the relevant Cut-Off Time for that particular service or type of transaction, we shall be entitled at our discretion to treat such instructions as having been received on the next Business Day / Dealing Day and to process them accordingly. All Cut-Off Times are subject to change as and when we find it necessary or appropriate. You are advised to check with our branches or our Contact Centre for the latest applicable Cut-Off Time before giving any instructions.
- (e) Instructions given via Electronic Banking Service:
 - (i) You agree that the use of the Security Codes agreed between us for the relevant Electronic Banking Service is adequate identification of you. We are entitled to act on instructions (using the Security Codes via the relevant Electronic Banking Service) without obtaining any further written or other confirmation from you, even if those instructions are not actually given or authorised by you, except in the circumstances described in paragraph (vi) below.
 - (ii) When you give an instruction via the Electronic Banking Services, we will act on that instruction in accordance with the relevant Cut-Off Times.
 - (iii) You agree that when you give to us an instruction via any of the Electronic Banking Services, we are deemed to have received or executed the instruction only when you receive our confirmation that we have received or executed that instruction.
 - (iv) If you need to be completely certain that an instruction has reached us and that it will be carried out by a particular time, you must speak to our staff at our Contact Centre.
 - (v) When we receive a transaction instruction from you through the Electronic Banking Services, we will be entitled to debit any payment plus any Fees and Charges payable for the transaction from the relevant Account. Once you have given an instruction through the Electronic Banking Services, you will not be able to reverse it. We will be under no obligation:
 - (A) to reverse an instruction you have given; or
 - (B) to accept an instruction that is conditional or reversible or which requires us to pay a third party sooner than we would be able to pay them following our normal banking practices.However, if you do ask us to reverse an instruction after you have given it, we may at our discretion try to do so to the extent that this is possible under the rules and practices of the banking system. You agree that you will be responsible for any costs we incur as a result.
 - (vi) We may, when we believe we are justified in doing so:
 - (A) refuse to carry out an instruction given via the Electronic Banking Services; or
 - (B) require written confirmation from you of a particular instruction.
 - (vii) If we come to believe that an instruction may not have been properly authorised by you, we will be entitled, after making reasonable efforts to check whether it was properly authorised, to take steps to reverse any action taken on the basis of that instruction. We will not be responsible for any Losses to you that results from such a reversal.
 - (viii) All instructions given via the Electronic Banking Services, though in electronic form:
 - (A) are written documents, and you agree not to dispute or challenge the validity or enforceability of any instruction on the grounds that it is not a written document and you hereby waive any such right you may have at law;
 - (B) are original documents and you agree not to challenge the admissibility of any such instruction on the grounds that it is made in electronic form; and
 - (C) our records of your instructions made or performed, processed or effected through the Electronic Banking Services by you or any person purporting to be you, or any record of transactions under the Electronic Banking Services shall be conclusive evidence of the instructions and transactions.

- (D) You hereby agree that all records of the foregoing, whether in printed or electronic form, are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of your rights (if any) to so object.
- (f) Where we have accepted your ongoing instructions, including but not limited to signing instructions, Standing Instructions, Regular Investments and MasterSweep facility instructions, such instructions will remain binding and effective for our protection in respect of payments made in good faith notwithstanding your demise or bankruptcy, or the revocation of such instruction by any other means, until and unless satisfactory notice of such demise or bankruptcy or revocation is received by us.
- (g) If we agree to act upon telex, telephone, facsimile, electronic communication, e-mail, letter or other form of instructions (for which we may impose such conditions or requirements as we deem appropriate), we shall be authorised to act upon any instructions purporting to be issued by, or believed by us to be issued by you or an Authorised Person. You acknowledge and assume all risks associated with communication of instructions by such methods, and you waive, release and discharge us from any and all claims, obligations or rights you have or may have against us in relation to or arising out of such instructions. We shall not be required to obtain confirmation or make enquiry as to the genuineness of the instructions but may treat the same as fully authorised by and binding on you, regardless of any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto. Notwithstanding this, we may, at our discretion, decline to act upon such instructions and/or request verification of instructions by means of a confirming telephone call to you or the Authorised Person, if any.
- (h) We may (but shall not be obliged to) require that any instructions given via any channel set out in paragraph (g) above should contain your TIN or such other Password or Security Code as we may from time to time specify, and you shall be responsible for any improper use of such Password or Security Code.
- (i) You undertake to keep us and our employees and agents indemnified against all Losses incurred arising out of anything done or omitted pursuant to any instructions given by any of the channels set out in paragraph (g) above.
- (j) You are solely responsible for ensuring the accuracy, adequacy and completeness of all instructions given by you. We are not obliged to verify the accuracy, adequacy and completeness of your instructions.
- (k) You are solely responsible to ensure there are sufficient funds in your Account to perform each and every transaction instructed by you, unless you have made prior arrangements with us for overdrawing your Account.
- (l) Standing instructions
- (i) We will endeavour to effect your Standing Instructions promptly, but we shall not be responsible to ensure they are carried out, and accordingly we will not be liable for any error, delay or omission in carrying them out.
- (ii) If a transfer under a series of Standing Instructions cannot be effected for insufficient funds, we may at our absolute discretion elect whether to:
- (A) continue attempting to effect the said transfer (and if so, the number and timing of further attempts to be made); or
- (B) cancel the transfer for that transfer date, in which event further transfers will resume on the next transfer date, subject to the availability of funds in the Account.
- You are advised to check with us via our Contact Centre or via Online Banking if you wish to know the status of any specific transfer in a series of Standing Instructions.
- (iii) Notwithstanding that a transfer could not be effected, we shall not be obliged to refund any charge levied on that transfer.
- (iv) If you wish to cancel, or make any changes to, any Standing Instructions, you must give us written notice of such cancellation or changes at least one (1) Business Day before the next transfer date.
- (m) We are entitled to determine at our discretion the order of priority in executing multiple instructions involving an Account. You are deemed to have given multiple instructions if more than one instruction is received by us to be effected on the same date, irrespective of the time or date when each instruction was received. Examples of such instructions include (but are not limited to) cash withdrawals, cheques, Standing Instructions, instructions under the Electronic Banking Services, Regular Investments and interbank GIRO deductions.

- (n) You agree to do such further acts and things and to execute such further documents as are necessary or desirable, in our sole opinion, to ratify or confirm anything done by us in the proper exercise of any right or power conferred by these Rules and Regulations.
- (o) You agree and acknowledge that, subject to any express written instructions you may give:
 - (i) any Authorised Person(s) you appoint shall be fully empowered to act on your behalf in all transactions with us, and that we may comply with and act upon any instructions given by such Authorised Person(s) without limitation,
 - (ii) the Authorised Person(s) is/are authorised to arrange with us any advances (by way of discount, overdraft or otherwise) from time to time,
 - (iii) the Authorised Person(s) may order any transfer to his/their personal account or order,
 - (iv) the Authorised Person(s) may delegate the powers conferred on them, or any of them, to others, and
 - (v) the Authorised Person(s) may vary, amend or revise any mandate or instruction previously given to us.

4. DEPOSITS, CREDITS AND WITHDRAWALS

- (a) We are entitled, in our sole discretion without providing any reason therefor, to refuse any instrument or deposit and/or limit the amount permitted to be deposited and/or to return any deposit or part thereof.
- (b) No deposits shall be made available to you until we have received cash or its equivalent at the branch where the Account is maintained. Proceeds of deposits are not available until cleared funds are received by us. In accepting items for deposit, we act as your collecting agent and we assume no responsibility for realisation.
- (c) When you make a deposit to your Account, you will receive a counterfoil which must bear the initial of our authorised officer or be validated by a teller machine. Should you use the deposit machines at our Automated Banking lobbies, the customer copy of the receipt should be kept.
- (d) Although, every endeavour is made to process all instruments on the day of receipt, cheques, drafts, money orders, etc, lodged in the afternoon may not be in time for clearing to other banks on the same day and will go forward for clearance the following Business Day. The relevant times applicable to each branch may vary and we shall be pleased to supply you with further details upon request. Notice of dishonour of cheque will be given as soon as possible after they have been received by us. Alternatively, an update can be obtained via our Contact Centre.
- (e) We may, without prior notice to you, reverse any entries in the Account:
 - (i) made in error; or
 - (ii) where transfers, remittances, cheques or other instruments previously credited to the Account are recalled or returned unpaid for any reason.

We accept no responsibility for any consequences to you for such operational errors. You are under a duty to immediately notify us of any such errors which you may discover.
- (f) All cheques etc sent by post for the credit of your Account should be crossed with two parallel lines across the face and be accompanied by letter or deposit vouchers so that it is clear as to how the cheques are to be applied.
- (g) In the event we agree to accept bills, cheques, drafts or instruments drawn on banks outside Malaysia ("**Foreign Instruments**") for purchase, clearing or collection, you hereby acknowledge and agree as follows:
 - (i) The purchase, clearing or collection of Foreign Instruments is dependent upon the laws and practices of the place where the drawee bank is located;
 - (ii) We accept Foreign Instruments for purchase, clearing or collection at our discretion and entirely as an exceptional facility to you at your request from time to time. We are entitled to refuse any Foreign Instrument at our discretion or to return any Foreign Instruments at any time;
 - (iii) We assume no responsibility for the realisation of any Foreign Instrument deposited with us or for the value given by a foreign bank or for any mail or communication delays, loss of mail or courier, operating errors, clearing system delays or Losses, howsoever caused; and
 - (iv) In certain places, the clearing of cheques may be with recourse and, even when funds have been made available, the drawee bank may subsequently return the cheque or recall the funds.
- (h) Withdrawals from the Account shall be subject to such notice or restrictions as may be applicable from time to time.
- (i) Inter-zone withdrawals of up to such maximum amount per day as we may prescribe from time to time may be made at any branch of Standard Chartered Bank in Singapore or Negara Brunei Darussalam on

production of your passbook (if any) and suitable identification, to their satisfaction. Inter-zone withdrawals are subject to the relevant fees and charges imposed in the relevant countries.

- (j) We shall have the right to refuse to honour any cheque, instrument or instruction if:
 - (i) the signature thereon or any entry, alteration or endorsement thereon is not acceptable to us; or
 - (ii) the funds in the Account are insufficient therefor; or
 - (iii) the withdrawal would increase any overdraft already existing in the Account.
- (k) We may, in our sole discretion, accept instructions allowing a third party to withdraw funds from the Account, but only if such instructions are in form and content acceptable to us, and subject to the rules and regulations governing that specific type of Account.
- (l) We shall have the right to refuse to honour any cheque, instrument or instruction if the signature thereon or any entry, alteration or endorsement thereon is not acceptable to us or if the funds in the Account are insufficient therefor or if the withdrawal would increase any overdraft already existing in the Account.
- (m) We shall have the right to freeze or suspend operation of the Account and to refuse any and all deposits, credits and withdrawals if you are in breach of any of these Rules and Regulations or if:
 - (i) any instructions given to us are ambiguous or not acceptable to us;
 - (ii) if we suspect that there may be any illegality in any transaction; or
 - (iii) if we require any further instructions, information or documentation, in form and content satisfactory to us.

5. MASTERSWEEP FACILITY

- (a) The MasterSweep facility is available only where you have applied for and we have approved the same, and is applicable only to the savings account and the current account specified in the application form. Only savings accounts with statements are eligible to be linked under the MasterSweep facility.
- (b) Automatic transfers of funds will only be made when sufficient funds are available in the savings account, subject to our normal transfer procedures.
- (c) The MasterSweep facility will apply only to cheques cleared through the normal banking clearing system, and may not operate in respect of cash cheques presented over the counter for payment. Accordingly, such cash cheques may not be honoured should there be insufficient funds in the relevant current account at the time of such presentation.
- (d) The MasterSweep facility is not applicable in respect of ATM transactions.
- (e) We may at our absolute discretion terminate the MasterSweep facility at any time by notice in writing to you.
- (f) We may impose a set-up fee or service charge for the MasterSweep facility as set out in our Tariff of Fees and Charges. In such event, such fee or charge may be debited from either the relevant savings account or the relevant current account at our discretion.

6. OVERDRAFTS AND MINIMUM BALANCES

- (a) We may, but shall not be obliged to, allow an Account to be overdrawn if such overdraft is necessary, desirable or expedient in order for us to carry out any of your instructions, whether you have requested **such an overdraft. Each such overdraft is allowed on a "one-off" basis** for that particular instruction only and may be revoked or withdrawn at any time by us without need for any prior notice to you. You acknowledge that any such overdraft allowed as aforesaid is not to be taken as an indication that similar overdrafts will also be allowed after that.
- (b) If, for any reason, the Account is overdrawn:
 - (i) You agree to pay, and we shall be entitled to debit the Account with interest on the overdrawn amount at our Prevailing Overdraft Rate, together with our fees and other charges and expenses for arranging or permitting such overdraft, as set out in our Tariff of Fees and Charges; and
 - (ii) The amount payable to us, together with interest thereon, shall be repayable by you forthwith on demand.
- (c) If, for any reason and at any time, the balance of the Account falls below the specified minimum limit applicable to that Account at that time (if any), you shall pay and we shall be entitled to debit our applicable service fee to the Account, or to close the Account, at our discretion. All such service fees are as set out in our Tariff of Fees and Charges.

7. DORMANT ACCOUNTS AND UNCLAIMED MONEYS

- (a) You are advised to keep your Account active by making withdrawals, deposits or funds transfers at our branch counters, ATM, cash/cheque deposit machines or via Phone Banking / Online Banking. Automated transactions that are carried out under existing Standing Instructions and Direct Debit Authorisations, and other transactions not initiated by you at that point in time, will not be considered as activation.
- (b) If your Account is not active for 12 months consecutively, it will be placed under “Dormant” status. We shall be entitled to close Dormant Accounts with a balance at or below a threshold sum as set out in our Tariff of Fees and Charges, and to absorb any credit balance in the Account towards payment of dormant fee. Where the Dormant Account holds a balance above such threshold sum, we shall be entitled to debit a dormant fee to the Account, as set out in the Tariff of Fees and Charges, until the remaining balances are remitted to the Consolidated Trust Account, as described in paragraph (c) below, or until the Dormant Account is closed for having a balance at or below the threshold sum, whichever is the earlier.
- (c) Pursuant to the Unclaimed Moneys Act 1965, any moneys to the credit of an Account which has not been operated by you for a period of 7 years will be gazetted as “Unclaimed Moneys”. At the end of that year, such moneys will be lodged with the Consolidated Trust Account.

8. INTEREST

- (a) We reserve the right to revise the interest rates and/or tiers (wherever applicable) from time to time without prior notice to you. In case of dispute, our decision as to the applicable rate or tier shall be final and binding.
- (b) Interest rates and tiers (if any) applicable to your Account are set out in our Website and are displayed in all our branches in Malaysia.
- (c) In some types of accounts, only balances above a minimum threshold will earn interest.
- (d) Unless otherwise provided in these Rules and Regulations pertaining to the specific type of Account, interest is calculated and compounded on a daily basis and credited to the Account monthly.
- (e) Interest on Fixed Deposits shall be paid as follows, or as otherwise stipulated in the relevant Fixed Deposit receipt or Statement, the ABM Rules or in any other applicable regulations from time to time:
 - (i) **Fixed Deposits of 1 to 12 months’ tenures – upon the Fixed Deposit’s maturity date.**
 - (ii) Fixed Deposits of tenures exceeding 12 months – six-monthly, with final payment on maturity date.
 - (iii) Notwithstanding the foregoing, we may, at your option as indicated at the time of placement of the relevant Fixed Deposit, allow monthly interest payments on Fixed Deposits of tenures of 4 months or longer, or such other tenures as we may from time to time consider appropriate.
 - (iv) In event of premature upliftment:
 - (A) For Fixed Deposits with tenures of 3 months or less, no interest will be paid.
 - (B) For Fixed Deposits with tenures of more than 3 months, but which are uplifted before completion of 3 months, no interest shall be paid.
 - (C) For Fixed Deposits with tenures of more than 3 months which are uplifted after completion of 3 months, interest at half the original contracted rate shall be paid for each completed month.
 - (v) In event of partial upliftment:
 - (A) Where the Fixed Deposit as a whole has not completed a minimum period of 3 months, no interest will be paid on the partially uplifted amount.
 - (B) Where the Fixed Deposit as a whole has been held for a minimum period of 3 months, interest at half the original contracted rate will be paid on the partially uplifted amount, for each completed month.
 - (C) Interest shall continue to be paid on the remaining portion of the Fixed Deposit still held with us, as originally contracted.
 - (vi) Interest will cease to be paid after the maturity date unless the Fixed Deposit is renewed.
- (f) Interest shall be calculated on a 366-day year basis in a leap year, and on a 365-day year basis otherwise.
- (g) Interest earned on your Account may be subject to withholding tax in accordance with prevailing laws or regulations.

9. EXTERNAL ACCOUNTS

- (a) An external account is an account (of whatever type) opened for a non-resident of Malaysia (as defined under the relevant regulations).

- (b) External accounts and transactions on them are further subject to exchange control laws and regulations and BNM's **Foreign Exchange Administration Rules** as applicable from time to time. Accordingly, please note that the availability and operation of services and facilities offered by us may be modified or varied as we deem necessary or appropriate, where involving external accounts.

10. JOINT ACCOUNTS

- (a) This clause 10 shall constitute an agreement between all owners of the Joint Account, as well as between you and us.
- (b) We reserve the right to determine at our absolute discretion the circumstances in which, and the types of legal entities to whom, Joint Accounts may be made available.
- (c) Instructions in respect of a Joint Account may be given by such of you as are specified in the Mandate Form, including withdrawals in favour of the signatory(ies) thereof, and each of you hereby accept and ratify all actions carried out by us pursuant to such instructions.
- (d) The Mandate Form shall remain in full force and effect until we receive a revised Mandate Form (together with such written confirmations, authorisations or other supporting documents as we may deem necessary), at the branch where the Joint Account is maintained.
- (e) If contradictory instructions are received by us from different Joint Accountholders, or where there is in our sole opinion any dispute between any of you in relation to any instructions or to the Joint Account, we shall be entitled but not obliged to:
 - (i) place a hold on the Joint Account until we receive written instructions from all of you in concert for the future operation of the Joint Account; or
 - (ii) proceed to close the Joint Account as per clause 23(c) herein; or
 - (iii) take such other action as we may in our absolute discretion think appropriate.
- (f) All of you shall be jointly and severally liable for any debit balance arising on the Joint Account for any reason, and any other liability that may be incurred arising from any services used by you. Any such liability will not be discharged or otherwise prejudiced by the death or incapacity of any one or more of you or any of the Insolvency Proceedings in relation to all or any part of your revenue or assets.
- (g) Any Statement, notice or communication sent by us to any one of you shall be deemed to have been sent to all of you, and where the addressee has received or is deemed to have received the Statement, notice or communication, all of you are deemed to have received it.
- (h) We reserve the right to refuse to accept for deposit or credit to the Joint Account any cheque, instrument, transfer or payment order in the name(s) of any less than all of you. If we do agree to accept any such cheque, instrument, transfer or payment order, each of you hereby agrees to indemnify us for any Losses suffered by us as a result.
- (i) Irrespective of the instruction in the Mandate Form applicable to the Joint Account, you agree that, upon the death of any of us, any credit balances on the Joint Account shall be held to the order of the survivor(s). In such event, we are hereby irrevocably authorised to pay such credit balances to the survivor(s) in priority to any personal representative of or other person claiming through the deceased, but subject always to any rights we may have in respect of the credit balances.

11. STATEMENTS

- (a) For Accounts and transactions where Statements are issued:
 - (i) You are under a duty to examine carefully all entries appearing in every Statement sent to you, and to notify us by letter at once of any errors, unauthorised debits or other discrepancies. If you do not so notify us within 21 days of the date of the Statement (or such shorter period set out in the Statement, if any), the Statement shall be accepted by you as conclusive evidence of the balance in the Account and of the other particulars in the Statement. You agree to be bound by the details set out in the Statement (except for any details on which you have notified us as required in this paragraph). You further agree that we are discharged from any liabilities whatsoever in respect of any unauthorised, forged or fraudulent payments which may have been effected, but which were not notified to us as required above.
 - (ii) Where you have notified us of any dispute or error or query in respect of the Statement as required above, you agree that:
 - (A) the rest of the entries in the Statement which are unaffected by the notification are still accepted by you as conclusive evidence of their accuracy and correctness; and
 - (B) we shall investigate the relevant transaction, and our decision on the outcome of the investigation shall be binding on you.

- (iii) Without prejudice to the terms of paragraph (i) above, we have the right at any time to rectify and/or correct any errors in any Statement caused by our own error or omission. A Statement so rectified or corrected shall be binding as between ourselves and you.
- (b) Where you have requested that the Account be linked to a Consolidated Statement:
 - (i) You understand and acknowledge that separate Statements will not be issued for the respective Accounts as long as they are linked to the Consolidated Statement.
 - (ii) Joint Accounts may only be linked to a Consolidated Statement where the Consolidated Statement is issued to the primary or principal accountholder of the Joint Account in our records. You understand and acknowledge that the other Joint Accountholders of that Joint Account will not receive separate Statements for that Joint Account.
 - (iii) Should you wish for the Statement for an Account to cease to be linked to a Consolidated Statement and to instead receive separate Statements for that Account, you are required to give a written instruction to us for the same. Where the Account is a Joint Account, the instruction must be signed in accordance with the relevant Mandate Form then in force.

12. ATM CARD SERVICES

- (a) This clause 12 applies only where we have issued you with an ATM Card.
- (b) ATM Card is made available to companies, partnerships, sole proprietorships, clubs, societies, associations and other such organisations at our sole discretion and may be restricted only to specific types of accounts, as we may deem appropriate to be tagged to SME Banking services at our sole discretion and shall only be applicable to the current account of the company, partnership or sole-proprietorship clubs, societies, associations and other such organisations.
- (c) The ATM Card shall at all times remain our property and you and/or the Authorised User shall surrender it immediately upon our request. Without prejudice to the aforesaid you shall return the ATM Card for cancellation should you no longer require it or should the your current account with us is closed for whatever reasons.
- (d) The ATM Card shall be used exclusively by the Authorised User and is not transferable.
- (e) You and/or the Authorised User shall not disclose to any person under any circumstances the Personal Identification Number (PIN) allocated to you.
- (f) You and/or the Authorised User hereby accept full responsibility for all the transactions processed from the use of the ATM Card.
- (g) You can no longer use the ATM Card if the ATM Card is outside the validity period shown on the ATM Card (if any) or after its expiration or upon notice of revocation sent to you by whatever mode of communication including facsimile transmission.
- (h) The ATM Card may bear an expiry date and we may reject any use of the ATM Card after that expiry date.
- (i) An ATM Card may only be linked to such Accounts as permitted by us from time to time.
- (j) The usage of the ATM Card and your acceptance of the Statement(s) (if applicable) sent to you by us in relation to the Linked Accounts shall be conclusive evidence that you have duly received the ATM Card, PIN and TIN (where applicable). You agree that such evidence can be used in any Court of Law in the event of any dispute.
- (k) We may at our discretion and from time to time impose transaction limits on the various types of transactions which may be performed using the ATM Card. You are advised to check with our branches or our Contact Centre for the limits applicable at any point in time.
- (l) You may use the ATM Card for cash withdrawals through designated ATMs installed in such approved countries as shall be announced by us or by Visa International or MasterCard International from time to time. You shall ensure that all inter-country transactions by you via ATMs shall not violate the laws existing in the country where the transactions are conducted.
- (m) If your ATM Card is lost or stolen, you must report it to us immediately, followed by written confirmation. You must also make a police report and a copy of the report must be provided to us. To report loss of the ATM Card, please call our Contact Centre.
- (n) Until and unless written notification as stated above is received and such receipt is confirmed by us, you shall continue to remain liable to us for all charges whatsoever arising from all transactions, whether authorized or unauthorized, incurred on the ATM Card, together with fees, interest and/or finance charges. Our decision on your liability in such event shall be deemed final and conclusive and binding upon you.

- (o) If you recover the lost ATM Card, you must return that ATM Card to us without using or attempting to use it.
- (p) Upon your request, a replacement ATM Card may be issued to you subject to a replacement fee as set out in our Tariff of Fees and Charges.
- (q) If you have applied for an ATM Card, you will also be issued with a PIN and a TIN for that ATM Card, which you must change at the earliest opportunity, for security reasons. You are responsible for keeping your PIN a secret. All transactions conducted using your PIN will be deemed to have been duly authorised by you.

13. TELEGRAPHIC TRANSFERS

- (a) This clause 13 shall apply to all applications or instructions for telegraphic transfers from Accounts, regardless of the channel through which the applications or instructions are communicated to us, for example (but not limited to) our branches or the Electronic Banking Services.
- (b) We may from time to time stipulate a minimum amount and/or maximum amount for telegraphic transfers instructed through some or all channels. You are advised to check with us for the applicable limits before giving any instructions for telegraphic transfers.
- (c) Please note that, where a telegraphic transfer is made in a currency other than the currency of the destination country, you may be required to pay multiple charges for the telegraphic transfer. Please enquire at our branches or call our Contact Centre to confirm on the applicable charges.
- (d) Notwithstanding clause 1(g) above, where any part of these Rules and Regulations mentioning the expression **“Business Day”** is applied to telegraphic transfers, that expression shall (when applied to telegraphic transfers) mean a day (other than a Saturday, Sunday or a public holiday) on which banks are generally open for business in Kuala Lumpur, the destination country (or state, in the case of a domestic telegraphic transfer) and the country of the currency in which the telegraphic transfer is to be made (if different from the destination country).
- (e) The telegraphic transfer is sent entirely at your own risk and we are not liable for any delay, mistake or omission, in transmission or otherwise.
- (f) You consent to our disclosing any information in relation to the telegraphic transfer to the relevant correspondent and/or intermediary bank (as applicable).
- (g) Notwithstanding anything contained in these Rules and Regulations or in the application form for the telegraphic transfer, acceptance of each instruction or application for a telegraphic transfer is at our sole discretion, and we shall not be obliged to provide any reasons for rejecting any such instruction or application.
- (h) Where a telegraphic transfer cannot be completed for any reason, other than reasons solely and directly arising from our default, we shall not be required to refund the charges paid by you for the telegraphic transfer.

14. ELECTRONIC BANKING SERVICES – GENERAL

- (a) Clauses 14 to 18 shall apply to our Electronic Banking Services.
- (b) You are deemed to agree to these Rules and Regulations each time you use the Electronic Banking Services or upon subscribing to the Electronic Banking Services.
- (c) For sole proprietor, partnership or the Authorised Person of the company, you must be at least 18 years of age to use the Electronic Banking Services. Nevertheless, if we at our sole and absolute discretion permit your use of the Electronic Banking Services notwithstanding that you or the Authorised Person are below 18 years of age at the time, our rights under these Rules and Regulations shall not be prejudiced.
- (d) Accounts on which you may use the Electronic Banking Services:
 - (i) Electronic Banking Services are available only for **“Eligible Accounts”**, which are:
 - (A) Accounts where, in our records, you are the legal and beneficial owner(s), and
 - (B) such other Accounts permitted by us from time to time.
 - (ii) By registering for any of the Electronic Banking Services, you agree that such Electronic Banking Services will be available on all Eligible Accounts with us, whether open now or opened in the future, including any Joint Accounts you hold with others, and including Accounts under credit facilities granted to you.
 - (iii) Unless otherwise advised by us, you must register for each type of Electronic Banking Service before you will be able to use that type of Electronic Banking Service.

- (iv) The Electronic Banking Services cannot be used on some types of accounts and we will advise you from time to time as to which types of accounts are eligible.
 - (v) Certain types of Electronic Banking Services, and certain facilities under the Electronic Banking Services, may be available only for certain types of accounts and not others, notwithstanding that both types of accounts are accessible under the Electronic Banking Services.
- (e) Where a User Guidance is made available in relation to any Electronic Banking Services, you must follow all relevant User Guidance whenever you access that Electronic Banking Service. We may inform you from time to time about changes to the way you should access the Electronic Banking Services, in which event you must observe all such changes. Should you fail or neglect to follow any relevant User Guidance or observe any such changes, we shall not be responsible for any Losses suffered by you as a result.
- (f) In the case of Joint Accounts:
- (i) **Where the operation instruction for the Joint Account is “both/all to sign”,** all Accountholders are deemed to be subscribing to the Electronic Banking Services jointly, and we will give each of you the same initial access code. Upon the initial access to the relevant Electronic Banking Service, all of you must then agree and choose the same Security Code for that Electronic Banking Service. In these circumstances, please note that your access to the Electronic Banking Services may be restricted to viewing of information only and not conducting transactions.
 - (ii) Where the Joint Account is operated on a single signing authority basis, you agree that:
 - (A) your joint accountholders may operate the Account using the Electronic Banking Services on the terms set out in this agreement. This applies even if you are not yourself registered to use the relevant Electronic Banking Services;
 - (B) any single party to such a Joint Account may validly give instructions via the Electronic Banking Services in connection with that Joint Account; and
 - (C) where conflicting or inconsistent instructions are received from different Joint Account holders, we shall be entitled to act on any one of these instructions being liable for any failure to act on the other instructions.
- (g) You are responsible to take reasonable steps to safeguard the security of your or the **Authorised Person’s** access to the Electronic Banking Services as follows, and as notified to you from time to time:
- (i) You must not allow anyone else to operate any of the Electronic Banking Services on your behalf. For companies and partnership, only the Authorised Person is allowed to operate any of the Electronic Banking Services on your behalf.
 - (ii) You must not leave Your System unattended while you are on-line to an Electronic Banking Service. This applies whether Your System is a device you have sourced independently of us or a device provided by us to access the Electronic Banking Service in our branches or other premises. We emphasise that the public nature of our branches makes it particularly important that, if you access any Electronic Banking Service from a device in one of our branches, you do not leave that device unattended while on-line and you ensure that you have gone off-line before leaving the branch.
 - (iii) You must not access any Electronic Banking Services from any device connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your access or otherwise gain access to the Electronic Banking Service via that device, network or environment.
- (h) You may not use the Electronic Banking Services to create an unauthorised overdraft on any of your Accounts and we are entitled to refuse to accept any instruction that would do so. If an unauthorised overdraft is created, we may take any action we think fit and charge any interest and charges to the Account in question, in accordance with clause 6(b) above. You agree that:
- (i) it is your responsibility to make sure that no unauthorised overdrafts are created; and
 - (ii) you will not rely on the operation of the Electronic Banking Services to prevent an unauthorised overdraft being created. In particular, you must remember that your cheques and any payment instructions you have given via the Electronic Banking Services may not be given immediate value or immediate effect and might not always be immediately reflected in the balance on your Account.
- (i) The Electronic Banking Services will usually be available for use at the times given in the User Guidance or at other times notified to you. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Electronic Banking Services to be available during all normal operating hours.
- (j) We are entitled to do any of the following at any time in relation to the Electronic Banking Services:

- (i) change the mode of operation; or
 - (ii) add to, remove or otherwise change, end or suspend any of the facilities available.
- (k) You must take all reasonably practical measures to ensure that any computer or program or other device from which you access the Electronic Banking Services is free of and adequately protected against any computer virus or other malicious software.
- (l) You must not access the Electronic Banking Services using any computer, program, mobile phone or other device not owned by you or which you are not licensed or authorised to use, failing which you shall compensate us for any Losses suffered by us as a result.
- (m) Some types of Electronic Banking Services may require Your System to be installed with the Service Software necessary to enable you to access and operate the Service. It is your responsibility to ensure that the Service Software is compatible with Your System. We shall not be liable to you for any Losses you suffer as a result of any incompatibility between the Service Software and Your System.
- (n) If we supply you with any Service Software, we are granting you a non-exclusive, non-transferable, temporary licence to use the Service Software for the purpose of accessing the relevant Electronic Banking Service, and for no other purpose. The Service Software and all other material and information supplied to you, including the User Guidance, contains valuable information that belongs to us or others. You must not:
- (i) use them except in connection with accessing the relevant Electronic Banking Service;
 - (ii) take copies, sell, assign, commercially rent, sub-license, otherwise transfer them to any third party; or
 - (iii) try to decompile, reverse engineer, input or compile any of the Service Software.
- (o) If you access the Electronic Banking Services from a country outside the Malaysia, you are responsible for complying with the local laws of that country, including (but not limited to) obtaining any licence needed for the import / export of the Service Software to that country.
- (p) Please take note that the protection provided under the Digital Signature Act is not applicable to your utilisation of the Electronic Banking Services.

15. SMS BANKING

- (a) This clause 15 shall apply only to SMS Banking.
- (b) In order to use SMS Banking, you must register for SMS Banking and comply with all activation procedures prescribed by us.
- (c) SMS Banking will only be available for mobile phones and data connections which meet the required specifications and configurations as may be specified by us from time to time, and you agree to procure and maintain a mobile phone and data connection which meet these requirements at your own expense.
- (d) We may issue separate requirements, restrictions, instructions, activation and access procedures, or any additional conditions pertaining to the access and use of SMS Banking and the transmission of instructions under SMS Banking ("Procedures"). We may vary any or all Procedures from time to time, and you agree and undertake to be bound by and to comply with all of the Procedures as varied.
- (e) Please note that the availability and proper functioning of SMS Banking is dependent on many variable circumstances, including location, mobile network availability and signal strength, proper functioning of hardware, software and your or the **Authorised Person's** Mobile Phone, and we will not be liable for any unavailability or improper functioning of SMS Banking.

16. SMS ALERTS

- (a) This clause 16 shall apply only to SMS Alerts.
- (b) There are 2 categories of Alerts under SMS Alerts:
 - (i) You will receive Alerts under the automatic Alerts category without any prior registration
 - (ii) Under the subscriber Alerts category, you must register, and select the types of Alerts which you wish to receive.
- (c) You may from time to time at our discretion be able to select the thresholds at which you will receive Alerts for certain types of transactions, whether based on the value of each transaction, or the number of transactions in a specified time period, or on such other basis as we may consider appropriate. We reserve the right to change in any way the types of thresholds which you may select, or the types of transactions for which thresholds may be set, as we may consider appropriate from time to time, by notice to you.

- (d) We reserve the right to increase, reduce or otherwise vary the types of Alerts available from time to time at our absolute discretion, without prior notice to you.
- (e) Notwithstanding anything contained in these Rules and Regulations, you acknowledge that Alerts are provided only as and when available or practicable, and we shall not be responsible for any Losses incurred by you resulting from your non-receipt of any Alerts, or any changes we may make to the SMS Alerts.
- (f) The availability and proper functioning of SMS Alerts is dependent on many variable circumstances, including location, mobile network availability and signal strength, and proper functioning of your or the **Authorised Person's** mobile network operator and Mobile Phone. We will not be liable for any unavailability or improper functioning of SMS Alerts.

17. FUND TRANSFER SERVICES VIA ELECTRONIC BANKING SERVICES

- (a) This clause 17 shall apply only if the respective services are made available by us under the Fund Transfer Services for your type of Account.
 - (i) You may use Interbank Giro Service (“IGS”) to instruct us to transfer funds from your Source Account to a stipulated account with another bank.
 - (ii) You may use the “own account” funds transfer service to instruct us to transfer funds between your Accounts. This service may only be used where all named accountholders are identical across the Accounts but excluding accounts which are known to us to be held by you in different capacities, including but not limited to trust accounts or estate accounts.
 - (iii) You may use the Bill Payment Service to instruct us to transfer funds for payments from your Source Account to a specified Payee.
 - (iv) You may use the third party intrabank funds transfer service to instruct us to transfer funds from your Source Account to a stipulated account with us, which is not your Account. For the purposes of this service, an account is treated as not being your Account if it is held in the name of any one or more accountholders which is different from those in the Source Account, or if it is known to us to be held by you in different capacities.
 - (v) You may use the international telegraphic transfer service (“ITTS”) to instruct us to transfer funds from your Source Account to a stipulated account with a bank in another country.
- (b) Fund transfer limits
 - (i) You may issue as many instructions to transfer funds in any one day as you wish. However, you may only issue instructions to transfer up to your preset or personalised limit per day.
 - (ii) The preset daily limit applicable at any point in time may differ for different types of fund transfers and for different types of Accounts. The limits may also be applied on an aggregated basis between differing fund transfer services. The respective preset limits are available on our Website. Please note that the preset limits are subject to change by us without the need for prior notice to you. You are advised to check our Website for the preset limits applicable at any point in time.
 - (iii) You also have an option to lower the limit applicable to your Accounts through ‘My Preferences’ function. Please note that your personalised limit will apply to all your Accounts.
 - (iv) Should you wish to increase the limit after lowering it (subject always to the ceiling of the preset daily limit), please contact our Contact Centre.
 - (v) Each ITTS transaction is subject to minimum and maximum transfer amounts per transaction, as set out in our Website. These amounts are subject to change by us from time to time.
- (c) Under the Bill Payment Services, we are required to provide reports to Payees, listing out all the users of the Electronic Banking Services who have made payments to that Payee and the respective amounts paid by each of those users. By using the Bill Payment Services, you consent for us to disclose to the Payee such information as may be required in the reports.
- (d) Use of the ITTS shall further be subject to the following:
 - (i) You must register each Recipient via the Electronic Banking Services before you are able to make an Online Telegraphic Transfer to that Recipient. Once a Recipient has been registered, you are **solely responsible to update any changes to the Recipient's particulars (excluding name or identity particulars) via the Electronic Banking Services**. We shall not be liable for any Losses which may result if you fail to update the Recipient's particulars before making an Online Telegraphic Transfer.
 - (ii) The rate of exchange applied for each Online Telegraphic Transfer shall be our prevailing rate of exchange for the relevant currencies at the time that the Online Telegraphic Transfer is processed, and not at the time the instruction is entered by you.
- (e) If any of the following is true of your Source Account on the stipulated date for effecting any fund transfer, we shall not be obliged to execute your fund transfer instruction, and we will not be liable for any Losses to you as a result of us not effecting such instruction:

- (i) If your Source Account does not contain sufficient funds to make the fund transfer; or
 - (ii) If your Source Account does not contain sufficient funds to pay for any charges, fees, interest or other sums that may be payable by you to us (if applicable); or
 - (iii) If the execution of your instruction will cause the balance in your Source Account to exceed the credit limit that we have set for you and/or your Source Account; or
 - (iv) If your Source Account is closed, frozen or inaccessible for any reason.
- (f) If you are giving an instruction for a fund transfer, you agree that you, and not we, will be responsible for any charges imposed, or any other action taken, by a receiving bank or intended receiving bank, Payee or correspondent where:
- (i) the fund transfer could not be completed for any of the reasons set out in paragraph (e) above; or
 - (ii) you did not correctly use the Electronic Banking Services; or
 - (iii) circumstances beyond our reasonable control prevent the fund transfer from being carried out, despite reasonable precautions taken by us. Examples of such circumstances which are beyond our reasonable control include (but are not limited to) fire, flood or improper transmission or handling of payments by a third party.

18. eSTATEMENTS

- (a) This clause 18 shall apply only to the eStatement Service. In the event of any conflict between this clause and any other part of these Rules and Regulations, this clause shall prevail in relation to the eStatement Service, to the extent of such conflict.
- (b) You must register for the eStatement Service in order to receive and access eStatements.
- (c) You may choose to receive your eStatements via either of the following:
- (i) Email and online – Your eStatements shall be sent via email to your Designated Email Account. Your eStatements will also be available via Online Banking.
- Or
- (ii) Online only – **A message** (“eStatement Notification”) shall be sent to your Designated Email Account to notify you that your eStatement is available. Thereafter, you may access and/or download your eStatement via Online Banking.
- You may, however, switch the manner in which you access the eStatement Service between (i) and (ii) to suit your preference for each Account from time to time, via Online Banking.
- (d) Notwithstanding the features or options offered at the time you first registered for the eStatement Service, we shall have the absolute discretion to suppress subsequent hard copies of your Statements at any time or from time to time. If this occurs, you will no longer receive any hard copies except upon specific request. We shall be entitled to charge a fee, as stated in our Tariff of Fees and Charges, for every such hard copy Statement provided upon specific request.
- (e) Nevertheless, we may inform you from time to time about changes to the way the eStatement Service is operated or accessed, in which event you are deemed bound by such changes if you do not give us written notice to terminate your registration or if you continue to access the eStatement Service.
- (f) You acknowledge and agree that you are deemed to receive each eStatement within twenty-four (24) hours of the eStatement or eStatement Notification being sent by us.
- (g) You must adopt and at all times maintain all security procedures set out herein or stipulated by us from time to time in relation to the eStatement Service.
- (h) Where eStatements are sent to you via email, you will be provided with a Password comprising of up to thirteen (13) characters to enable you to open your eStatement. You may change the Password via the option provided in Online Banking.
- (i) If you forget the Password, please call our Contact Centre for assistance.
- (j) You must ensure to use only software compatible with the eStatement to access the eStatement. For this purpose, you are required to utilize such software as may be stipulated by us from time to time, for accessing and opening the eStatement.

19. SECURITY CODES

- (a) You should change your Passwords regularly or, at minimum, whenever we or our systems require you to do so. You should not choose a Password you have used before.
- (b) Whenever you choose a Password, you must take care not to choose a number that is likely to be guessed by unauthorised persons. For example, you should avoid your own or a relative’s birthday, or any part of your telephone number.

- (c) You must take all reasonable steps to ensure that you safeguard your Security Codes at all times. You must not disclose any details of your Passwords to anyone else, including to someone who is a joint account holder with you, or to a member of our staff, or to someone giving assistance on a technical helpdesk in connection with any services.
- (d) You must not record your Security Codes in a way that could make them recognisable by someone else as Security Codes. It is particularly dangerous to keep any record of your Security Codes together with any device or card for accessing your Account, or with details of your Account such as your Account number.
- (e) If you discover or suspect that a Password or any part of it is known to someone else, you must immediately change the Password yourself where possible. If this is not possible, you must notify us immediately by telephoning us at our Contact Centre or at any other number we may announce from time to time for this purpose. We will suspend use of the relevant service until new Security Codes have been set up.
- (f) In the case of an Additional Online PIN, you must immediately notify us on the loss or change of your Designated Mobile Number. Clauses 19(c) and 19(d) above shall, with the necessary modifications, apply to the Additional Online PIN. You must notify us immediately if you discover or suspect that the Additional Online PIN is obtained by or known to someone else. If you are using the Electronic Banking Services at that time, you should immediately terminate that session to deactivate the Additional Online PIN already obtained for that session.
- (g) In relation to SMS Banking:
 - (i) You must not leave your Mobile Phone unattended or permit any person access to your Mobile Phone in such a manner that he may access SMS Banking through your Mobile Phone.
 - (ii) In the event that you lose or replace or part with possession or control of your Mobile Phone, or if you have reason to believe that someone else has accessed your Account(s) using SMS Banking, you must notify and instruct us to revoke your SMS Banking Security Codes immediately, and make a fresh application to register for SMS Banking.
 - (iii) Until and unless you notify us in accordance with paragraph (ii) above, all SMS Banking instructions received by us which are associated with your Security Code shall be deemed to have come from you, and we shall be entitled to rely on such instructions, whether they actually originated from you or not. Please note that we may not be able to reverse or annul any transaction executed based on instructions received prior to your notice to us.

20. THIRD PARTY AGENTS

- (a) Some services offered by us or specially requested by you may involve the use of third party agents or service providers, including but not limited to correspondents, stockbrokers or custodians, some of whom may be deemed to be acting on your behalf. In such event, you authorise us to appoint and terminate such agents or service providers, and to appoint replacements, at our absolute discretion. You further agree that we shall have full power and authority to negotiate and agree, for you and on your behalf, all arrangements with such agents or service providers. Please be advised that we may receive from the third party agents or service providers a commission or fee out of any fees or charges earned by them in respect of their services. You acknowledge that we are entitled to the full benefit of such commission or fees and that we are not obliged to account to you in any way for the commission or fees.
- (b) Please be advised that we may receive from the third party agents or service providers a commission or fee out of any fees or charges earned by them in respect of their services. You acknowledge that we are entitled to the full benefit of such commission or fees and that we are not obliged to account to you in any way for the commission or fees.
- (c) You acknowledge that services provided by such agents or service providers are not being provided by us, and accordingly you agree not to hold us responsible for any omission, delay, default or failure by the agents or service providers in the provision of such services, or any incorrect or incomplete information or advice supplied by the agents or service providers to us.
- (d) You agree to pay or reimburse to us all costs of using such agents or service providers, including but not limited to any fees and/or other charges imposed by them, and you irrevocably authorise us to debit your Account with all such costs and to pay the same to the relevant agent or service provider, in accordance with the agent or service provider's notice.

21. FEES AND CHARGES

- (a) By opening the Accounts, subscribing or registering for the various services and/or using the various facilities offered by us, you agree to pay the applicable Fees and Charges as set out in our Tariff of Fees and Charges from time to time.

- (b) We may debit the Account for the amount(s) of the Fees and Charges as and when they fall due and payable, and we shall not be liable for any insufficiency of funds in the Account to fulfil instructions given by you, resulting from such debiting.
- (c) In relation to any services you are subscribed to/registered for, or any Accounts which you hold, for which regular Fees and Charges are payable (for example monthly service fees), we will give you at least 21 days' prior notice of any increase in such Fees and Charges. If this occurs, you will not have to pay any proposed increase if you cancel your subscription for such services or close the affected Account during the said notice period. However, if you continue with your subscription for the services or continue maintaining the affected Account after the said notice period, you shall be conclusively deemed to have accepted such increased Fees and Charges.
- (d) Please note that there may be additional fees and charges imposed in relation to the use of certain channels or facilities, such as some Electronic Banking Services, which are separate from the fees and charges for the particular products or services provided in response to your requests via those channels or facilities. We will be happy to provide you with details of any such additional Fees and Charges on request.
- (e) Please note that, where you access any of our services or facilities via services provided by third party service providers (for example internet service providers, telecommunications or SMS service providers or operators), you will also have to pay the usual charges imposed by such third party service providers.
- (f) In relation to ATM Card services:
 - (i) Please note that there are additional fees payable in respect of inter-country and interbank cash withdrawals and Card transactions, as set out in our Tariff of Fees and Charges.
 - (ii) Transactions outside Malaysia will be converted to Ringgit Malaysia using US Dollar as the base currency on the date the transaction is received by us and/or processed, at such exchange rate and at such time as may be determined by Visa International or MasterCard International at its absolute discretion. The exchange rate may differ from the rate in effect on the date of the transaction due to market fluctuations. Such rate imposed shall be final and conclusive and you shall bear all exchange risks, Losses, commission and other bank charges which may thereby be incurred.
- (g) Where there are any moneys due and owing to us, and it becomes necessary for us to refer the matter to solicitors for recovery of the moneys, the costs incurred by us for the same (including legal fees on a solicitor-client basis) shall be payable by you to us. In such event, we shall be entitled to debit your Account for the amount of such costs.

22. RIGHT OF LIEN AND SET OFF

- (a) We have the right at any time to demand refund of and/or to debit your Account(s) and/or to set-off any credit balances in such Account(s) for any overpayment into your Account(s) arising from any error or irregularity or omission, whether on our part or in the transmission of the instructions authorising such payment.
- (b) We may, without notice, combine all or any of your Accounts and liabilities with us anywhere, whether in or outside Malaysia, whether singly or jointly with any other person or set off any moneys outstanding to the credit of such Accounts including your fixed/time deposits with us (whether matured or not), and/or any Securities and/or receivables held in such Accounts, towards satisfaction of any of your liabilities to us anywhere, whether in or outside Malaysia, whether as principal or surety, actual or contingent, primary or collateral, singly or jointly with any other person, and we may effect any necessary currency conversions at our own rate of exchange then prevailing. We are irrevocably authorised to take all necessary actions and effect all necessary transfers as may be necessary to give effect to this right of set-off.
- (c) If the amount of any such liability is unascertained, we may estimate that amount and exercise our rights of set-off in respect of that estimated amount, subject to a final settlement being made between you and us when the actual amount of the liability is ascertained.
- (d) We may refuse withdrawals of any of your funds or assets if any sum of money due and payable from you to us is outstanding and unpaid. If you do not pay such sum upon demand, we are authorised, without notice to you, to realise (whether at or before maturity) any of your deposits, Investments and/or assets held with us, to discharge all or part of such sum.
- (e) Until all moneys owing to us are paid or discharged in full, you shall not, by paying off any sum recoverable by us, or by any other means or on any other ground, claim any set-off or counter claim against us in respect of any liability from us to you or to any other party. You agree that nothing in the arrangements between us you and/or any other party shall be treated as constituting an implied agreement restricting or negating any right which we have existing or implied by law.

23. TERMINATION, SUSPENSION, CLOSURE OR TRANSFER

- (a) If you close an Account within 3 months after the date of opening it, we shall be entitled to impose an early account closure fee as set out in our Tariff of Fees and Charges.
- (b) We may, without liability, and without disclosing any reason therefor, refuse to accept any deposit, limit the amount that may be deposited or return all or any part of the deposit, at our sole and absolute discretion.
- (c) We reserve the right at our sole and absolute discretion to close any Account by notice and discharge our entire liability, if any, by mailing to you at your last address in our records a draft (in the currency of the Account, if it is not a Ringgit account) without recourse to us as a drawer, payable to your order in the amount of the balance in the Account. We shall not be bound to disclose any reason for such closure.
- (d) We reserve the right to end or suspend any facility or service offered by us, whether as a whole or to you alone, at any time, without assigning any reason therefor. If we intend to end any facility or service for which you have subscribed or registered, we will try to give you 21 days notice or whatever shorter period of notice may be reasonable in the circumstances.
- (e) Where an Account is closed, or a facility or service is cancelled or ended, whether by you or by us, there will be no refund of any annual or other fees paid on that Account, facility or service.
- (f) In relation to the Electronic Banking Services:
 - (i) You may cancel your use of any or all of the Electronic Banking Services at any time by written notice to us or by contacting us at our Contact Centre (or in any other way we notify you about from time to time).
 - (ii) If you have multiple Accounts, you may not cancel the Electronic Banking Services solely in respect of any one Account, unless you are notified to the contrary in the User Guidance or otherwise in writing.
 - (iii) We will be entitled to end or restrict your use of the Electronic Banking Services immediately on your Joint Accounts if any of your Joint Account holders notifies us:
 - (A) that the Joint Account can no longer be operated on your instructions alone; or
 - (B) that he/she is no longer prepared to accept that you may operate the Joint Account using the Electronic Banking Services.
 - (iv) If your use of any of the Electronic Banking Services comes to an end for any reason, this will not affect any instructions you have already given via the Electronic Banking Services. If more than one person has signed this agreement and one of you withdraws from any of the Electronic Banking Services, this will not affect the use of the Electronic Banking Services by the others (except in the circumstances outlined in paragraph (iii) above).
- (g) In relation to the ATM Cards:
 - (i) If you do not wish to be bound by these Rules and Regulations relating to the ATM Cards, you are to cut the ATM Card in half and return the pieces to us. If the ATM Cards are not returned, it is deemed that you have read and accepted and agree to abide by these Rules and Regulations.
 - (ii) You may terminate the use of your ATM Card by giving us written notice of termination and returning to us the ATM Card cut in halves, whereupon the use of the ATM Card will be terminated.
 - (iii) Without prejudice to the generality of paragraph (d) above, we may terminate or suspend the use of your ATM Card upon occurrence of any one or more of the following events:
 - (A) your bankruptcy, death, or incapacity;
 - (B) you are the subject of any Insolvency Proceedings in relation to all or any part of your revenue or assets;
 - (C) any breach by you of any of the Rules and Regulations herein;
 - (D) if you no longer qualify for the ATM Card issued to you by reason of termination of the relevant relationship with us;
 - (E) if you default in the payment of any money payable to us under the Accounts or under these Rules and Regulations, after that money has become due, whether formally demanded or not; or
 - (F) if you fail to pay any sums of moneys due and payable by you under and in respect of any loan or account or facilities granted to you by us or by any of our subsidiaries or related companies after the same has become due, whether formally demanded or not;
 - (iv) If the use of the ATM Card is terminated for any reason, you shall forthwith return the ATM Card to us, cut in half.

24. BANK'S BOOKS AND RECORDS AND CUSTOMER INFORMATION

- (a) In opening the Account(s), you declare that all information furnished to us is complete and true. You authorise and consent for us to obtain any other information as you deem necessary from any sources including but not limited to any credit reference agency, authority or other body, whether governmental or otherwise.
- (b) You are required to advise us of changes in your address, Designated Email Account and Designated Mobile Number promptly in order that all Statements, notices and other communications may be received by you in a timely manner. Please note, however, that your notifications of any change of address, Designated Email Account and Designated Mobile Number are not binding on us until our records have been amended. You are therefore advised to ensure all such notifications are given as early as possible.
- (c) Periodically, at the request of our auditors, we shall send you confirmation letters together with an up to date Statement. Please check to ensure that the balance shown in your Statement is correct and sign and return to us the confirmation letter in the envelope provided.
- (d) You authorise us to collect your personal data for the purposes of providing or improving our services and the provision of financial services and other related products.
- (e) You acknowledge that:
 - (i) we may, though we are not obliged to, record all telephone conversations between our staff and yourself or the Authorised Person;
 - (ii) we may listen to telephone calls received from you or in connection with the Accounts in order to assess and improve the quality of our products and services; and
 - (iii) all such recordings are our property, and we shall be entitled at our discretion to refuse to release such recordings to any other party including yourself.
- (f) You agree to accept our records as binding and conclusive evidence of any transactions on your Accounts or of any use by you of any services or facilities linked to your Accounts. In relation to any disputed transaction involving ATM Cards, where the card in question has been delivered to you, you bear the onus of showing that the card in question was not used by you at the time the disputed transaction was entered into or recorded.
- (g) You acknowledge that we may at our absolute discretion destroy, erase or otherwise cease to maintain such documents, recordings or other records as we deem appropriate, and you irrevocably agree that no adverse inference shall be drawn against us by reason only of our failure to produce such documents, recordings or other records.

25. DISCLOSURE

- (a) By signing on the Account opening form, and by continuing to maintain the Account, you expressly opt in and consent to us, our officers and agents disclosing information relating to you and any or all of your Accounts and/or dealing relationship(s) with us and Standard Chartered Bank, United Kingdom (including all its branches) ("SCB"), and/or any other products you may hold with us, or have purchased from or through us, including but not limited to details of my/our facilities, any security taken, transactions undertaken and balances and positions with us and SCB, to
 - (i) SCB, the holding company of SCB, and any of SCB's or our subsidiaries, affiliates, representative and branch offices in any jurisdiction (collectively with us, the "Permitted Parties");
 - (ii) professional advisers and service providers of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;
 - (iii) any actual or potential participant or sub-participant in relation to any of our rights and/or obligations under any agreement between us, or assignee, novatee or transferee (any agent or adviser of any of the foregoing);
 - (iv) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to any Permitted Party; or
 - (v) any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Permitted Parties.
- (b) Where you have subscribed for any Electronic Banking Services, you further consent for information relating to you, your Account(s) and transactions to be transmitted via SMS and/or email under the relevant service(s), to your Designated Mobile Number and/or Designated Email Address (as the case may be).

26. ASSIGNMENT/PLEDGE

- (a) You shall not assign, transfer, pledge or charge any fixed/time deposit(s) or any Account(s) to third parties by way of security or otherwise, other than with our consent in writing.
- (b) We may at any time delegate or sub-contract any of our rights or obligations to any third party, and appoint third party agents or sub-contractors to provide the whole or part of the services or facilities offered.

27. FORCE MAJEURE

- (a) We shall have no responsibility to you for any diminution of funds due to taxes, imposts or depreciation.
- (b) We shall not be liable for any unavailability of funds due to restrictions on convertibility or transferability, requisitions, involuntary transfers, act of war or civil strife, disruptions to the financial markets, or other similar causes beyond our control, whether arising in or outside Malaysia.
- (c) We shall not be liable for any failure to perform our obligations under the Accounts or any services or facilities offered by us if the failure results from an event which is beyond our reasonable control, including acts of God, government, civil or military authority, civil or labour disturbance, strikes, criminal or terrorist activity, wars, fires, explosions, earthquake, subsidence, storms, floods, disease, epidemic, or health quarantines, computer viruses or other malicious software, hacking by third parties, disruptions to the financial markets, or any failure or disruption to telecommunications or electricity.

28. COMPLIANCE WITH LAWS

- (a) You are responsible to observe and comply with all laws and regulations applicable to your Accounts and all transactions on your Accounts.
- (b) Wherever applicable, you shall ensure that you comply with all exchange control laws and regulations and BNM's **Foreign Exchange Administration Rules (collectively "Exchange Control Regulations")** as applicable from time to time in relation to your Accounts, all transactions on your Accounts, and your use of any services or facilities offered by us.
- (c) You agree and undertake to indemnify us for any Losses suffered by us as a result of any infringement on your part of the Exchange Control Regulations.
- (d) You shall not instruct us to do anything which is a breach of, or would involve or result in us, or any other person being in breach of, any applicable laws, rules or regulations, or any directives, rulings, circulars or guidelines otherwise binding on us or any other person (whether or not having the force of law).

29. LIMITATION OF LIABILITY

- (a) We shall not be responsible or liable for:
 - (i) any Losses caused as a result (including by reason of delay), direct or indirect, of acting upon or refraining from acting upon your instructions or misconstruing such instructions, and we may debit any Account with any amount paid out pursuant to such instructions;
 - (ii) any delay, error or omission which may occur in the transmission or misinterpretation of messages sent or received by means of electronic payment, telegraphic transfer or other means of automatic transfer or advice; or
 - (iii) any Losses to you as a result of:
 - (A) your instructions being inaccurate, inadequate or incomplete in any manner; or
 - (B) any failure, refusal, delay or error by any third party through whom any such funds transfer is to be made, to transfer the funds to or to credit the account of the intended payee.
- (b) Without prejudice to any of our rights, we will not be responsible for any Losses arising out of temporary or partial suspension of any of your withdrawal rights at any time due to circumstances out of our control.
- (c) We shall not be liable for Losses suffered by you, relating to or arising out of any suspension, restriction or cancellation of your use of any services or facilities offered by us.
- (d) In relation to the Electronic Banking Services:
 - (i) The Electronic Banking Services are provided on an "as available" basis only and the time periods during which they are available are subject to change. We are entitled at any time, at our sole discretion and without prior notice, to temporarily suspend the operation of any of the electronic Banking Services for updating, maintenance and upgrading purposes, or any other purpose that

we consider necessary, and in such event, we shall not be liable for any Losses which may be suffered as a result.

- (ii) We shall not be responsible for any services through which you access the Electronic Banking Services, or by which you obtain your Passwords, that are not controlled by us, or for any Losses you may suffer as a result of you using such a service. You are responsible to comply with all the terms and conditions of such a service and pay all the charges connected with it.
- (iii) We shall not be liable for your access of any hyperlinked internet sites provided to you from time to time for accessing the internet sites of any other parties, including that of our related or associated companies, which may not be regulated, secure or protected. Hyperlinks provided by us to non-Standard Chartered internet sites do not constitute an endorsement by us of such sites and we make no warranty or representation in respect of such internet sites or the parties having ownership of such sites. You shall bear all risks in accessing any hyperlinked internet sites;
- (iv) We will not be liable for any Losses to you as a result of making the Electronic Banking Services available to you, including any direct, indirect, consequential or special loss, even if we have been advised of the same. Examples of circumstances in which we will NOT be liable to you for Losses resulting to you through the use of the Electronic Banking Services include (but are not limited to):
 - (A) acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else (but please see paragraph (vi) below which explains the exceptions to this rule);
 - (B) any incompatibility between Your System and the Electronic Banking Services;
 - (C) any machine, system or communications breakdown, interruption, malfunction or failure, industrial dispute, failure or fault of any internet service providers, telecommunications or SMS service providers or operators, or their respective agents and subcontractors or other circumstances beyond our control that leads either to the Electronic Banking Services being totally or partially unavailable or delayed, or to the non-receipt, interception of or unauthorised access to or use of the Security Codes or to instructions given via the Electronic Banking Services not being received, authenticated, accurate, correct or acted upon promptly or at all;
 - (D) any misuse of Your System or the Electronic Banking Services by you or anyone else;
 - (E) any access to information about your Accounts which is obtained by a third party as a result of your using the Electronic Banking Services (except where that access is obtained as a result of our negligence or our willful default); and
 - (F) any delay or failure to send, transmit, receive, confirm or acknowledge any email, SMS messages, Security Codes or anything available under the Electronic Banking Services, or any error, inaccuracy or incompleteness of any information or data available under the Electronic Banking Services.
- (v) You will be held liable for all Losses due to unauthorised use if you have acted fraudulently or with gross negligence or if you are in default of any of your security obligations described in clauses 14(g) and 19 above.
- (vi) You will not be held responsible for instructions which are not authorised by you but are given using your Security Codes if:
 - (A) such instruction is given after you have notified us, in accordance with clause 19(e) or (f) above, that you have discovered or suspected that the Security Code(s) in question is/are lost or that the Security Code(s) in question is/are known to someone else; or
 - (B) you were unable to notify us, in accordance with clause 19(e) or (f) above, that the Security Code(s) in question is/are lost or that the Security Code(s) in question is/are known to someone else, for the reason that all channels provided by us for such notifications were not available at the relevant time, and the unauthorised instruction in question was given during the period when the said channels were not available, provided that you notify us within a reasonable time after the said channels again became available; or
 - (C) your Password has been obtained by or has become known to the person giving the unauthorised instruction as a result of any negligence or willful default on our part.
- (vii) In relation to the eStatement service, you acknowledge and agree that:
 - (A) The use of and transmission of information via email and/or the internet cannot be guaranteed to be secure, information transmitted may be liable to errors, viruses, delay, interception, modification or amendment by unauthorized persons and transmissions over the internet may be disrupted, interrupted, delayed or incorrect;
 - (B) Where you choose to receive your eStatement via email, you acknowledge that the confidentiality and integrity of information contained in the e-Statements, including information relating to the Accounts or your other details, cannot be guaranteed and may be intercepted by third parties, and you shall not hold us responsible for any such breaches of confidentiality;

- (C) We shall not be liable for any errors, viruses, delay, inaccuracy or Losses whatsoever arising from or in connection with your use of the e-Statement service (including but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of email or internet transmission or other communication equipment or facilities).
- (D) We shall not be liable for any Losses to you as a result of our making the e-Statement service available to you, including any direct, indirect, consequential or special loss, even if we shall have been advised of the possibility of the same, including but not limited to:
 - (1) any incompatibility between your electronic system and the e-Statement;
 - (2) Any misuse of or unauthorised access to your e-Statements; and/or
 - (3) Any access to information relating to the Accounts which is obtained by a third party, whether authorised or not, as a result of your use of the e-Statement service.
- (e) We do not hold ourselves or any of our officers, employees, representatives or agents as having the ability to advise you on any transactions under any products, facilities or services offered by us, or on the profitability, suitability or desirability of the transaction. You acknowledge that all instructions given by you to us are given based on your own independent judgment, and that you have not relied on any communication from us, our officers, representatives or agents as a recommendation or advice. Accordingly, you agree that we shall not be responsible or liable in any way in respect of any communication to you in relation to such transactions, whether or not such advice was requested by you.
- (f) In the event that we are found to be liable for any Losses to you, howsoever arising:
 - (i) We shall only be liable for direct loss or damage which, in the ordinary course of events, might reasonably be expected to result from the circumstances in question and only if such loss or damage is caused by our gross negligence or wilful default; and
 - (ii) We shall not be liable for any loss of profits, business or goodwill, or any indirect or consequential loss or damages, even if we have been advised of the possibility of such loss or damage or claim.

In any event, any liability we may have to you, whether in contract or in tort or otherwise, shall not exceed either the amount of the transaction which gave rise to the claim, or the direct damages sustained, whichever is the lower.

30. INDEMNITY

- (a) If we are at any time required to pay any goods and services tax, or other tax on any sum received or receivable from you (other than a tax on our overall income), you agree to indemnify and pay us on demand the amount paid or payable by us.
- (b) You agree to fully indemnify us against all costs and expenses (including legal costs on solicitor client basis) incurred by us in enforcing these terms and conditions and the recovery of any amounts due to us or incurred by us in any legal proceedings of whatever nature for the protection of or in connection with the Accounts.
- (c) You shall hold harmless and indemnify us, our officers, employees or agents, against any Losses which we or any of them may incur (direct or indirect) as a result of us or any such officer, employee or agent acting upon or delaying or refraining from acting upon instructions from you or purporting to be from you or which we believe to have been issued by you or on your behalf.
- (d) You shall indemnify us, our employees and our nominees or agents promptly and on a full indemnity basis from or against all actions, omissions, negligence and Losses (including direct, indirect or consequential losses), including all duties or other levies and legal costs as between solicitor and client (on a full indemnity basis) and other liabilities which we may incur or suffer from or by reason of your use of the Electronic Banking Services.
- (e) You agree that neither we nor any of our nominees or agents shall be required to take any legal action on your behalf or for your benefit unless fully indemnified by you to our/their reasonable satisfaction, as a prerequisite for taking such action, in respect of all costs and liabilities which may be incurred by us / them.
- (f) You shall indemnify us, our employees and agents on a full indemnity basis from or against all Losses (whether direct, indirect or consequential losses) including all duties or other levies and legal costs as between solicitor and client (on a full indemnity basis) and other liabilities which we may incur or suffer, arising from or by reason of any failure on your part to comply with these Rules and Regulations.
- (g) You further agree that we may debit any of your Accounts for the any amount(s) due to us under this clause 30, even if such debiting may result in your Account becoming overdrawn.

31. NOTICES AND COMMUNICATIONS

- (a) Except for situations where these Rules and Regulations refer to your giving us notice by telephone or by other forms of communication, you should give us any other formal notice in connection with the Account or with our services or facilities in writing (in hard copy form) to:
 - (i) the branch where the relevant Account is held; or
 - (ii) our Contact Centre; or
 - (iii) any other address we may notify to you from time to time for this purpose.
- (b) Email is not a completely reliable or secure method of communication and, unless expressly permitted by us, you must not use it for sending us:
 - (i) formal notices in connection with the Account or as required under these Rules and Regulations; or
 - (ii) sensitive communications, for example but not limited to payment instructions.
- (c) If we need to send you a notice, we may use any one or more of the following methods:
 - (i) Send it by ordinary or registered prepaid post, by courier or by hand to the latest address in our record in relation to the Account. It shall be deemed to be duly received by you within 3 Business Days after the date of posting if sent by post, or within 2 Business Days from date of sending if sent by courier, or upon acknowledgement of receipt if sent by hand.
 - (ii) Publish it by a general notice in one national daily newspaper or post it at our branch premises or post it on our Website. It shall be deemed to be duly received by you from the date such notice is first published or made available.
 - (iii) Send it your Online Banking Mailbox, if you are registered for Online Banking and have activated it. The notice shall be deemed to be duly received by you within 24 hours after the time and date of the notice being sent.

Please note that notices may also be sent together with your Statements, and such notices shall be deemed to be validly received by you together with the Statement, notwithstanding that the Statement may have been received by you only electronically.

- (d) For purposes of certain Passwords, we will for security reasons transmit them to the address or number reflected on our records as the most recently registered address or number (such as your registered mobile phone number), or where such communication or electronic device is unavailable, in such manner and through such other medium as we may otherwise stipulate. In this regard, each mobile phone number can only be registered for one user. You will not be able to use the relevant service if you are unable to provide a unique mobile phone number.
- (e) From time to time, we may advertise our products and services, and those of other companies in the Standard Chartered Bank Group, through the e-Statement service or the Electronic Banking Services. If you have requested or may, in the future, request us not to send you any marketing material under other agreements with us, you agree that such restriction shall not apply to these advertisements.
- (f) If you are dissatisfied with our service, you may lodge a complaint to us so that we can try and put things right. You can get more details on how and where to make a complaint at any of our branches or at our website www.standardchartered.com.my.

32. PARTNERSHIPS

- (a) For partnerships, all partners (on a joint and several basis) are bound by the Agreement, and liable for all debts and other liabilities owed by you to us even if there are any changes in your partnership or you implement a name change.
- (b) Any person who stops being a partner for any reason remains liable for all debts and other liabilities. You owe us which have accrued up to and including the date that such person ceases to be a partner.
- (c) Unless you tell us otherwise in writing, we may treat the remaining and/or new partners as having full authority to act on your behalf.
- (d) You must promptly notify us in writing of any change in your partners or name change.

33. CURRENCY CONVERSION AND INDEMNITY

- (a) Should we need to convert any receipt or payment to or from your account, our prevailing exchange rate shall be used or, if unavailable, we will specify a reasonable rate at our absolute discretion.

- (b) Our usual charges for such conversion shall be borne by you and you shall indemnify us for any shortfall arising from such conversion.

34. WAIVER AND SEVERABILITY

- (a) If we relax or waive or otherwise do not enforce any one or part of these Rules and Regulations on any one or more occasions, this will not prejudice our right to enforce that part of the Rules and Regulations strictly at any other time.
- (b) If any one or part of these Rules and Regulations proves to be unenforceable, unlawful, invalid or ineffective in any way, such non-enforceability, unlawfulness, non-validity or ineffectiveness shall not affect the validity of the remaining Rules and Regulations.
- (c) If any one or part of these Rules and Regulations proves to be unenforceable against any specific customer(s), this will not in any way affect the enforceability of that part of the Rules and Regulations against other customers.

35. GOVERNING LAW AND JURISDICTION

- (a) These Rules and Regulations, the Accounts and our services relating to the Accounts are governed by the laws of the Malaysia.
- (b) Both parties agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction which is appropriate.

36. VARIATIONS AND ADDITIONS

- (a) We may, at our sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all of the services and/or facilities offered, or any function or feature of such services and/or facilities, without giving any reason and without incurring any liability.
- (b) We may, at our sole discretion from time to time, vary, amend, add to or delete any of these Rules and Regulations by notice in writing to you (including sending you a message via Electronic Banking Services, if you are subscribed for them).
- (c) Once you have been given notice of any such changes to these Rules and Regulations, your continuing to maintain the Account or to use our services or facilities shall be treated as acceptance of the changes and you will be legally bound by such changes.

37. BINDING EFFECT

- (a) By signing on the Account opening form, you will be deemed to have read and understood these Rules and Regulations governing the operations of your Account, and that you agree to abide by them.
- (b) These Rules and Regulations shall be binding upon you, the Authorised Person, your heirs, estate personal representatives, successors in title and permitted assigns.
- (c) You are liable to us as principal in respect of all obligations arising under transactions governed by these Rules and Regulations, even if you are acting on behalf of another person. We will not recognise that **other person as our customer in any circumstances except where that person's beneficial interest** was notified to us in writing together with your application to open the relevant Account.

PART II – ADDITIONAL RULES & REGULATIONS GOVERNING SPECIFIC ACCOUNTS / SERVICES

38. CURRENT ACCOUNTS (General)

- (a) Current account may be opened subject to an initial deposit of such minimum amount as may be prescribed by us from time to time.
- (b) An introduction from a person or firm already known to us is required for opening any current account.
- (c) Overdraft facility is not available for Business Saver Account and Basic Business Current Account.
- (d) We may levy a monthly administrative fee as set out in the Tariff of Fees and Charges if the Account is in an overdrawn position or is not within the prescribed limit during the month.
- (e) We are irrevocably authorised to honour and debit to the Account all cheques and instruments drawn by you or the Authorised Person on the Account.
- (f) Only pre-printed cheque leaves provided by us for the use of the Account as specified in the cheque leaves may be used. You must not give cheques from your cheque book to another person, or borrow

cheques from somebody else, or use them for a different account, as such cheques are likely to be applied to the wrong account.

- (g) You will find towards the back of your cheque book an application slip which should be submitted to us when you require a new cheque book. It is important to ensure that all cheque leaves are present in the new book when you receive it from us and only a trustworthy and accredited messenger should be sent to collect a cheque book if you cannot come by yourself or the Authorised Person.
- (h) We may determine the order of priority for payment of cheques, at our absolute discretion.
- (i) When you draw cheques, please be careful to ensure that the amount, both in words and figure, is written distinctly and in such a way to prevent the insertion of any other word or figure; a line drawn thus '-----' or the word 'ONLY' should be added after the amount expressed in words.
- (j) The use of correction fluid and any other alterations to cheques is strictly prohibited, and we reserve the right at our discretion to reject any cheques bearing correction fluid or alterations without further reference to you, notwithstanding that they may have been countersigned by you.
- (k) If you wish to stop payment of a cheque, you will need to give us full particulars in writing and sign the letter in the same manner as cheques drawn on your Account. Phone Banking may be an alternative to stop payment of a cheque. However, please note that we are only able to effect a stop payment instruction if the letter reaches the branch where your relevant Account is maintained before the cheque undergoes the clearing process. Stop payment instructions are subject to administrative charges as set out in our Tariff of Fees and Charges.
- (l) As a particular danger exists with cheques lost before they have been completed, you are advised to keep your cheque book under lock and key. Please note that you are responsible to ensure the security of your cheque book.
- (m) Please ensure that your Account does not become overdrawn, even temporarily, unless you have made special arrangements beforehand with us. A charge (as set out in our Tariff of Fees and Charges) will be imposed for each cheque which is dishonoured owing to insufficient funds. You will then run the risk of being reported to Credit Bureau, BNM under the Dishonoured Cheque Information System (DCHEQS), and having your Account closed.
- (n) Cheques which are returned for reasons other than insufficient funds will be subject to an administrative charge as set out in our Tariff of Fees and Charges.
- (o) Upon the closing of an Account whether by yourself or by us, all cheque leaves previously issued to you and not used must be returned to us.
- (p) No interest shall be payable on current accounts save where otherwise stated under the features of the specific Account.
- (q) The Account shall further be subject to the additional Rules and Regulations below pertaining to the specific type of current Account (if any). In the event of any conflict, the Rules and Regulations for the specific type of Account shall prevail in relation to that Account and to the extent of such conflict.

39. FIXED DEPOSIT ACCOUNTS

- (a) Monies deposited will be paid simple interest, unless otherwise indicated in writing by the Bank.
- (b) A Fixed Deposit may be placed subject to the minimum sum prescribed for the relevant tenure as may be determined by us from time to time. You may enquire at any of our branches, our Website or our Contact Centre for further information on such minimum sums and available tenures.
- (c) You agree and acknowledge that the Fixed Deposit receipt given to you is only an acknowledgement of the placement of the Fixed Deposit and is not a document of title. Where the Fixed Deposit was placed via cheque, the Fixed Deposit receipt issued is subject to clearance of the relevant cheque and is not to be treated as confirmation that the said cheque has been cleared.
- (d) The production of the original Fixed Deposit receipt is not evidence that the Fixed Deposit is still subsisting, and shall not by itself constitute sufficient evidence to rebut any records in our systems indicating that the Fixed Deposit has been uplifted.
- (e) If any Fixed Deposit matures on a day which is not a Business Day for banks in Kuala Lumpur or in the country of the currency involved (for non-Ringggit deposits), then the date shall be extended to the following Business Day.
- (f) The Fixed Deposit shall be payable to you only at the branch where the Fixed Deposit was made. Nevertheless, we may at our sole and absolute discretion permit withdrawal at other branches in Malaysia.

- (g) You are required to furnish, prior to maturity date, your instructions in writing for renewal or disbursement of the principal and interest thereon upon maturity. In the absence of such written instructions, we reserve the right at our discretion to renew the Fixed Deposit on a similar tenure with interest at the then prevailing rate for such tenures.

40. FOREIGN CURRENCY FIXED DEPOSITS AND FOREIGN CURRENCY ACCOUNTS

- (a) Foreign currency fixed deposits may be made subject to the minimum amounts prescribed for such tenures.
- (b) New or additional funds received for foreign currency fixed deposit with no specific instructions will be placed for a minimum of one month. Additional funds which are below the required minimum amounts will be amalgamated with your existing deposit(s) in the same currency and with the earliest maturity date.
- (c) Foreign currency call accounts (in the form of savings accounts) may be opened subject to an initial deposit of such minimum amount as we may require for the relevant currency, and only for available currencies as determined by us from time to time. A monthly statement will be issued to you for the Account.
- (d) Deposit Methods
 - (i) We may in our discretion accept, as agent for collection, drafts, cheques or travellers' cheques. Such drafts, cheques or travellers' cheques will be given good value after clearance, less our charges or such charges as may be imposed by third parties. Please enquire at our branches for our charges. Please also note that we may not be able to advise you, in advance, of charges imposed by third parties. We may refuse to accept for collection drafts, cheques or travellers' cheques drawn in favour of third parties or if the payee's name is not identical to your name in our records.
 - (ii) We may return dishonoured cheques, drafts or travellers' cheques to your last recorded address at your risk and expense. We shall have full recourse to you for such dishonoured items together with all relevant charges.
 - (iii) We reserve the right to require sight of the Purchase Agreement of any travellers' cheques presented for deposit.
 - (iv) Foreign currency notes will not be accepted for deposit.
- (e) Withdrawal Methods
 - (i) Foreign currency fixed deposits may not be uplifted before maturity. Nevertheless, in exceptional circumstances and solely at our discretion, we may allow upliftment of such deposits prior to maturity, but subject to such terms and conditions and interest penalty, and/or other charges, as we may impose from time to time.
 - (ii) Written instructions must be received at least two Business Days in advance for withdrawals from foreign currency call accounts. For foreign currency fixed deposit accounts, unless written instruction to the contrary is received at least 2 Business Days before the deposit matures, the deposit, plus accrued interest, if applicable will be automatically renewed for the same period at the then prevailing interest rate.
 - (iii) Withdrawal(s) may not be made in foreign currency notes.
- (f) Interest:
 - (i) For Fixed Deposits:
 - (A) Interest is payable only upon maturity of the deposit and according to the respective currencies.
 - (B) We will pay you interest on your deposits where we have expressly agreed to do so. Any interest payable by us will be at the rate as may be posted in our branches for each currency.
 - (C) Interest may not be payable for all currencies and is quoted solely at our discretion and subject to foreign exchange market conditions.
 - (ii) For call deposits:
 - (A) We will pay you interest on your account credit balances where we have expressly agreed to do so. Any interest payable by us will be at the rate as may be posted in our branches for each currency.
 - (B) Interest may not be payable for all currencies and is quoted solely at our discretion and subject to foreign exchange market conditions.

- (C) Interest is calculated on a daily basis based on the day's prevailing interest rate, and payable monthly or upon closure of the Account;
- (D) Balances falling below the required minimum balances will not attract any interest; and
- (E) We reserve the right to impose a charge on all Accounts (including dormant Accounts) where the balances fall below the current minimum balance applicable for such Accounts, as prescribed from time to time.
- (g) Interest payments for individual residents are subject to withholding tax.
- (h) Foreign currency fixed deposits and foreign currency accounts, and all transactions thereunder, are further subject to exchange control laws and regulations and BNM's **Foreign Exchange Administration Rules** as applicable from time to time.

41. BUSINESS\$AVER ACCOUNT

- (a) Business\$aver Account is a current account which lets you earn interest on your current account balances at the prevailing rate as may be prescribed by us.
- (b) Business\$aver Account may be opened subject to an initial deposit of such minimum amount as may be prescribed by us from time to time.
- (c) An introduction from a person or firm already known to us is required for opening a Business\$aver Account.
- (d) The general rules & regulations governing Current Accounts in clause 38 shall apply to Business\$aver Account save where otherwise stated.

42. INVESTMENT SERVICES

- (a) The Investment Services are provided by us upon the terms and conditions as set out in these Rules and Regulations ("**Investment Services Agreement**").
- (b) In the context of this clause 42, **the expression "Instruction" shall mean any instruction received by us from you under the Investment Services for any dealings in Investments, or for the registration, withdrawal or collection of Investments.**
- (c) It is a fundamental condition of the Investment Services Agreement that you shall ensure that:
 - (v) there are sufficient Investments available in your Investment Account to satisfy all sales of Investments under Instructions issued to us; and
 - (vi) there are sufficient funds available in the Settlement Account (including under any overdraft granted thereon) to satisfy all payments due in relation to any purchase of Investments under Instructions issued to us, including the purchase price, stamp duties, commissions and all other charges or levies in connection with such purchase.
- (d) Information on Investments
 - (i) We will in our sole discretion, upon your request for our Investment Services, provide to you the most recently published editions of Investment Materials available to us. Subsequently, we may from time to time make available additional Investment Information, in respect of these or other Investments, for inspection or collection at our branches.
 - (ii) The Investment Materials to be provided to you by us may comprise:
 - (A) materials produced and provided to us on behalf of the relevant Investments by any representative, agent, issuer or adviser of or to such Investments, and/or
 - (B) statistical information generated by us in respect of past performance of the relevant Investments.
 - (vii) You agree that we do not have nor will we undertake any fiduciary or other duty of care or skill to you, and that you will be responsible for all investment decisions. We are not responsible and shall not be liable in any way to you:
 - (A) to advise or give any recommendation to you as to whether or not to invest in any Investments in respect of which Investment Materials has been provided. In this regard, you acknowledge that you should seek independent financial advice on such Investments.
 - (B) for any Losses suffered or incurred by you as a result of, or in connection with, any acquisition, holding, disposal or redemption of any units or shares in any of the Investments or any other transaction made or omitted to be made by you on the basis of any Investment Materials provided by us.
 - (viii) If you wish to raise any questions or seek further details in respect of the Investment Materials provided, you may address such questions to us (preferably in writing) and we will try, but will not

be obliged, to obtain a written response to such questions from the appropriate issuer or representatives of the relevant Investment.

- (ix) We shall not be responsible or liable in any way in respect of any information or advice provided by the Broker, or for the accuracy, completeness, reliability, or timeliness of any Equity Trading System.
- (e) Quotations and confirmations
 - (i) You acknowledge that any quotes on the price of Investments or other information provided via any automated quotation system maintained by us or by the Broker (including but not limited to systems operated by way of terminal, over the telephone or by facsimile) is provided by independent third party(ies), and we shall not be responsible for the accuracy, completeness or timeliness of such information.
 - (ii) All Instructions shall be executed at the then current market prices. Neither we nor the Broker represent to you that any Instruction will be executed at a price previously quoted to you by way of an automated quotation system or otherwise.
 - (iii) Any written confirmation sent out by us or by the Broker, as the case may be, shall (save in the case of manifest error) be conclusive as to the price at which any particular Instruction has been executed and shall be deemed to have been accepted by you if you do not object to it in writing within 7 Business Days after it is despatched to you. You acknowledge that any oral statement given over the telephone as to the status of the Settlement Account or any particular transaction is not binding on either us or on any Broker.
- (f) Acquisition, Holding and Redemption / Sale of Investments
 - (i) If you use the Investment Services to purchase any Investments:
 - (A) you will instruct us to place a purchase order (“Purchase Order”) for such Investments with the relevant Investment Company or the Broker, and you hereby authorise us to do so on your behalf and as your agent, in accordance with each such Instruction. Any such Purchase Order shall specify that any Investments allotted are to be held in our name; and
 - (B) you acknowledge and agree that, until we or the Broker have sent you an order confirmation confirming the purchase of such Investments, you will not be entitled to any such Investments. You further acknowledge that, in placing the Purchase Order, we may, if we have received purchase orders from other clients for the same Investments, aggregate your Purchase Order with such other purchase orders and place an aggregated purchase order.
 - (ii) You hereby acknowledge that any Investment Company which receives a Purchase Order from us is not obliged to accept such Purchase Order in whole or in part and neither we nor the Custodian shall be responsible or liable in any way:
 - (A) to ensure that the relevant Investment Company allots the Investments or that the Investment is otherwise procured; or
 - (B) for any Losses including any loss of investment opportunity which you may suffer or incur as a result of any refusal to accept, or delay in accepting, such Purchase Order by any Investment Company;
 - (x) You acknowledge and agree that any Investments purchased or subscribed for under our Investment Services, and any Statements issued by the Investment Company in respect of such Investments (if applicable), will be delivered direct to and held by the Custodian, and where relevant registered in the name of the Custodian, as custodians for and on your behalf.
 - (xi) If we have placed an aggregated purchase order in accordance with paragraph (ix)(B) above, then we will procure that the Custodian will, upon issue of the relevant Investments, allocate the Investments between the various purchasing clients including yourself, in such proportions as we may determine.
 - (xii) Upon any redemption or sale of Investments under our Investment Services, we will procure that the Custodian credit to your Settlement Account such moneys (net of any fees, charges or expenses incurred in connection with redemption or sale) as may be received in consideration of the redemption or sale of the Investments. Neither we nor the Custodian will be under any duty to ascertain or have any responsibility for the adequacy of the redemption or sale proceeds received.
 - (xiii) If any of your Investment Accounts holds no Investments and remains inactive for at least 1 year consecutively (or such other period as we may deem appropriate), we shall have the right at our absolute discretion to close that Investment Account. Should you wish to conduct any further transactions under our Investment Services requiring such an Investment Account after such closure, you will have to open a new Investment Account.
 - (xiv) If any of your Investment Accounts holds Investments (other than Unit Trust Investments in target maturity funds) but remains inactive for at least 10 years consecutively (or such other period as we may deem appropriate), and we are unable to obtain instructions from you to our satisfaction on such Investments at the end of such period, we shall have the right at our absolute discretion to

redeem, sell or otherwise dispose of all such Investments and close the Investment Account. In such event, we shall be entitled to either:

- (A) credit the proceeds of such Investments into your Settlement Account (if still subsisting); or
- (B) send a cashier's order for the amount of such proceeds (less costs incurred by us) by post to your last address in our records;

and our obligations shall be deemed to be discharged upon crediting your Settlement Account or sending such cashier's order, as the case may be.

- (xv) You agree to indemnify us against all Losses arising, whether directly or indirectly, out of or connected with any short selling of Investments by you including, without limitation, legal fees on a solicitor-client basis.
 - (xvi) If, at any time and for any reason, any Investment Company or any relevant authority instructs the Custodian, as registered holder of any Investments, to divest itself or otherwise dispose of any such Investments in accordance with any laws or regulations, or any terms and conditions governing the Investments, we shall promptly seek your instructions as to how (subject to these Rules and Regulations) you wish to proceed. If no instructions are received within the time allotted for receipt of the same and/or a satisfactory course of action cannot be agreed with the relevant Investment Company or authority within any time period specified for this purpose, we shall procure the Custodian to redeem, sell or otherwise dispose of the relevant Investments and credit the proceeds to your Settlement Account.
- (g) Disbursement and Receipt of Moneys
- (i) Upon giving us an Instruction for any dealing in any Investment, you may select the Account which you wish us to debit for all funds due from you in connection with that Instruction ("Payments"), save and except in the case of Equity Investments, where you agree that all Payments shall be debited from the designated Settlement Account.
 - (ii) If you do not indicate an Account for debiting Payments, you agree and irrevocably instruct that the Payments are to be debited from your relevant Settlement Account.
 - (iii) Where any Payments are not immediately payable, you irrevocably authorise us to place a stop order at any time after receipt of such Instruction, at our discretion, to earmark such amount of funds in the relevant Account as we may estimate to be needed in relation to such Instruction. We may further adjust such earmarked amount following notification from the Investment Company, Broker or other relevant party of the exact amount of the Payments due. The said amount shall be earmarked until and unless the Payments have been settled and / or it is confirmed to our satisfaction that the Instruction cannot be effected.
 - (iv) Following any Instructions for purchase of Investments, and whether or not we have earmarked any funds as authorised in paragraph (iii) above, you shall not be entitled to withdraw or otherwise utilise from the Settlement Account the amount estimated by us as required to settle the purchase, unless and until we are notified that the Instruction to purchase cannot be executed for any reason, subject always to our rights of set-off. Accordingly, we are irrevocably authorised, notwithstanding any provision of any other agreement or arrangement between yourself and us from time to time:
 - (A) to refuse to honour or allow any withdrawal from the Settlement Account and/or to delay in taking any such action, during any period between our receipt of Instructions to purchase Investment and the payment of all relevant funds for the purchase;
 - (B) to apply moneys in the Settlement Account towards settlement of any sums payable in relation to any Investment purchase, in priority to any other instruction from you; and
 - (C) to determine at our absolute discretion the priority of payments to be made, in the event there is more than one Instruction for purchase of Securities and there are insufficient funds to pay for all of them.
 - (v) You irrevocably and unconditionally authorise and instruct us, the Broker and the Custodian to pay all proceeds (including profits and contra gains) from any dealings in your Investments, under the Investment Services, into your Settlement Account.
 - (vi) We reserve the right at our absolute discretion to require that a particular Settlement Account be designated only for the Investment Services, or for a specific part of the Investment Services. If we impose such a requirement, you agree that you must open an Account of such type and under such terms and conditions, as we may deem appropriate, as the relevant Settlement Account. If you do not do so, we may refuse to extend the Investment Services, or that part of the Investment Services, to you.
 - (vii) Settlement Accounts shall be in the same currency as that of the relevant Investment, Securities Exchange or clearing house, as the case may be.

- (viii) Subject always to the provisions of paragraphs (ix) and (h)(ii) below, we shall make the following payments from your relevant Account without need for further instructions from you, and you hereby authorise us to make such payments:
 - (A) upon the purchase of any Investments for your account under the Investment Services, and for payments in connection with the registration of such Investments in the name of the Custodian;
 - (B) for the payment by you, whether to us, the Custodian or otherwise, of all taxes, fees, disbursements, charges and expenses properly payable by you, pursuant to these Rules and Regulations or in respect of the acquisition, holding or disposal of any Investments; and
 - (C) for any payments in connection with the switching of Unit Trust Investments or redemption of Investments held on your behalf.
- (ix) You agree at all times to maintain sufficient funds in your relevant Account for the purpose of effecting any purchase of Investments on your Instructions (including Regular Investments), and/or for paying any fees, costs or other expenses which you are liable to pay under these Rules and Regulations. You agree that, if at any time there are in our reasonable opinion (having regard to other payments debited or due to be debited) insufficient funds in your relevant Account for these purposes, we may:
 - (A) decline to place the relevant Purchase Order on your behalf;
 - (B) force-sell any Investments acquired for you;
 - (C) (at our sole discretion and without any obligation on our part to do so) transfer funds as necessary from any other accounts maintained by you with us without need for your further instruction or consent;
 - (D) advance, at our sole discretion, the necessary funds to you for the purpose of fulfilling the **Purchase Order or paying such costs, fees or expenses ("Advance") and debit your Settlement Account with the amount of such Advance.** In this event, you shall forthwith upon our demand settle the debit balance on your Settlement Account to the extent that such debit balance arises by reason of the Advance. In addition, after our demand but pending such settlement, we shall be entitled to charge (after as well as before judgment) interest at our Prevailing Overdraft Rate, calculated on the amount which is the subject of such demand. If you fail to comply with our said demand, we shall be entitled to do any or all of the following, at our discretion:
 - (1) procure that the Custodian redeems, sells or otherwise liquidates (upon such terms and conditions as shall seem reasonable to us) such number of your Investments held by the Custodian as is necessary to discharge the debit balance attributable to the Advance or any other outstanding Advances made pursuant to this clause and that the Custodian remits the proceeds to your Settlement Account.
 - (2) set-off such debit balance or increase in debit balance (as the case may be) on your Settlement Account against any credit balance or balances which you may have in any other accounts with us, without need for your further instruction or consent.
- (x) We shall, subject to the provisions of these terms and conditions, hold in your Settlement Account:
 - (A) all cash received by us from you or for your account for the purposes of acquiring Investments;
 - (B) all cash received by us and/or the Custodian for your account from the disposal or redemption of any such Investments; and
 - (C) all income, cash dividends, cash distributions and other payments received in respect of Investments held on your behalf pursuant to these Rules and Regulations.

Provided that, if the Settlement Account is no longer subsisting at the time of any proceeds, income or other payments received in respect of your Investments becoming payable, we shall be entitled to credit such payments to any other Account where you are the only legal and beneficial owner(s) in our records. If there is no such Account maintained with us, we shall be entitled to **issue a cashier's order for the amount of such payments (less any costs incurred by us) and send the same by post to your last address in our records, and our obligations shall be deemed to be discharged upon sending such cashier's order.**

(h) Custody of Investments

- (i) We shall procure that the Custodian shall record and hold in a separate account in its books all Investments received and held by it from time for your account, and arrange for all Investments to be held in safe-custody in such manner as we may in our absolute discretion determine.
- (ii) We shall have a first and general lien on all Investments held under the Investment Services for any amounts due from you to us.

- (iii) We shall be entitled to appoint, and shall be entitled to authorize the Custodian to appoint, without need for your further consent, any bank, trust company or member firm of any securities exchange to act as:
 - (A) a sub-custodian of any of the Investments held by us and/or the Custodian pursuant to these Rules and Regulations; and
 - (B) an administrator to assist in the performance of obligations pursuant to these Rules and Regulations;

(“Sub-Custodian”) on such terms as we may, in our absolute discretion, consider appropriate. Provided that we have / the Custodian has exercised reasonable care and skill in the selection of such Sub-Custodian, we shall not be liable or responsible for any act or omission of any such Sub-Custodian or any of its officers, employees or agents in connection with the Investments in its custody.
- (iv) You authorise us and the Custodian to register the Investments or any of them in our / the **Custodian’s name, to deliver on your behalf** any of the Investments to any authority as may be required by law or the rules and regulations of the relevant stock exchange or clearing house (where applicable), and/or to do such other things as we may deem necessary or expedient in order to effectively provide the Investment Services.
- (v) Unless and until we receive an instruction to the contrary, we shall procure that the Custodian, and/or where relevant any Sub-Custodian, shall:
 - (A) hold for your account all stock dividends, rights and similar securities issued with respect to any Investments held pursuant to these Rules and Regulations;
 - (B) receive and collect all interest, dividends and other payments or distributions of income in respect of the Investments;
 - (E) exchange interim receipts or temporary securities for definitive securities;
 - (F) where moneys are payable in respect of any of the Investments in more than one currency, collect them in such currency as may be permissible by law, as we and/or the Custodian may in our discretion determine;
 - (G) complete and deliver on your behalf as beneficial owner any ownership certificates in connection with the Investments as may be required by law; and
 - (H) dispose of moneys collected as aforesaid or received as proceeds of redemption of any of the Investments or otherwise, in accordance with paragraph (g) above.
- (vi) You acknowledge and agree that any Investments held by us or the Custodian are at your sole risk. **Our and the Custodian’s duty in respect of such Investments shall be limited to acting as bare trustee** and to exercise good faith in respect of any action or inaction in relation to such custody. Neither we nor the Custodian are under any duty to examine or verify the validity of ownership or title to any Investments, and neither of us shall be liable for any defect in ownership or title.
- (vii) We shall use all reasonable efforts to make available to you on request all annual and bi-annual reports and accounts produced by Investment Companies in respect of which Investments are held on your behalf pursuant to these Rules and Regulations, and shall procure that all notices or circulars issued by such Investment Companies and received by the Custodian in relation to your Investments are delivered by the Custodian to you.
- (viii) We shall procure that the Custodian will not vote any of the Investments held for your account except in accordance with your instructions as received by us, save and except that, where the **Custodian’s holdings of** such Investments include Investments held for account of our other customers:
 - (A) Where the relevant company or Investment permits divided voting under the Custodian, we will make reasonable efforts to facilitate the submission of your votes, provided you bear any costs incurred in doing so; or
 - (B) Where the relevant company or Investment does not permit divided voting under the Custodian, you irrevocably agree that no votes will be submitted in respect of any of the Investments held by the Custodian.

Notwithstanding the foregoing, you agree that we or the Custodian may at our discretion decide not to exercise any such voting rights, and you shall not be entitled to interfere with this decision. Neither we nor the Custodian shall be under any obligation to make available any notices, proxies or proxy soliciting materials in relation to any Investments held pursuant to the Investment Services.
- (ix) Subject to your written undertaking to fully indemnify us to our reasonable satisfaction for all costs and liabilities, and upon your production to us of such evidence as may be requested by us, we shall make reasonable efforts to:

- (A) execute, issue or procure such ownership and other certificates and affidavits as you may reasonably request for fiscal or tax purposes in connection with the Investments held under the Investment Services; and
 - (B) make or procure the making of such applications and reports as may be required under the laws of any jurisdiction in order to apply for or secure any tax privileges to which you are or may otherwise be entitled in connection with such Investments.
- (x) Except with your prior consent, we shall not deposit any Investment held for your account under the Investment Services as security for loans made to us, or lend or otherwise part with possession of any such Investments for any purposes, other than pursuant to your Instructions. You acknowledge that, where you do authorise us to pledge any such Investments or subject such Investments to the liens of third parties, you face the risk of loss of such Investments.
- (r) Instructions
- (i) Where your Investments are held in joint names, you agree that either/any of you is fully authorised and empowered to individually decide on further Investments to be made subsequent to the initial subscription for the Investment Services, on behalf of both/all of you, and that both/all of you continue to be bound by and jointly and severally liable for all such decisions.
 - (ii) Instructions in relation to the Investment Services shall be given in such manner as we may specify from time to time, including:
 - (A) by letter delivered by hand or sent by prepaid postage duly signed by you; or
 - (B) by facsimile message duly signed by you sent to the designated facsimile number(s) notified by us from time to time; or
 - (C) (in the case of Equity Investments) by an Equity Trading System via the internet; or
 - (D) (in the case of Equity Investments) by telephone to the designated telephone number(s) notified by us or by the Broker from time to time. Provided that we shall be entitled at our absolute discretion to also accept Instructions in respect of Unit Trust Investments or Other Investments by telephone, whether from a specific customer or in certain circumstances, in which event you shall be bound by such Instructions;

Provided that, in the case of Unit Trust Investments and Other Investments, your Instructions must also be accompanied by a duly completed form as prescribed by us.
 - (iii) In addition to the foregoing, in giving Instructions for dealings in Equity Investments, you must also quote (A) the number of your Investment Account for Equity Investments and your Password for the Equity Investment Services, and/or (B) such other information as we or the Broker may require from time to time for verification of Instructions. We and the Broker shall be entitled to rely on the belief that Instructions given as aforesaid come from you, without any further obligation to verify the identity of the person giving such Instructions and without requiring further confirmation in any form. Neither we nor any Broker shall be liable for any Losses suffered or incurred by you as a result of any unauthorised Instructions which comply with the foregoing.
 - (iv) We will not be obliged under any circumstances to take any action at any time outside of normal banking business hours in Malaysia. Subject to this, however:
 - (A) If we receive the Instructions before or at our Cut-Off Time, we will use all reasonable endeavours to deliver any Purchase Order or other application to the Broker or other appropriate recipient on the same Dealing Day as the date upon which we receive the Instructions;
 - (B) If we receive the Instructions later than the Cut-Off Time, we will use all reasonable endeavours to deliver any Purchase Order or application to the Broker or other appropriate recipient on the next Dealing Day following the date upon which we receive the Instructions.

PROVIDED ALWAYS that, in each case:

 - (1) any necessary subscription or other moneys required to be paid by you or on your behalf in respect of the proposed transaction are available in freely available cleared funds in your Settlement Account; and
 - (2) we shall not be liable for any Losses which you may incur as a result of our failure to send or deliver any Purchase Orders or applications unless such failure results directly from our gross negligence or willful default or that of our servants or agents.

We will be pleased to furnish you with information on the Dealing Days applicable to a particular Investment and our then prevailing Cut-Off Time upon your request.
 - (v) For the purposes of the Investment Services, Instructions shall be deemed to have been received by us upon actual receipt by our Investment Services Operations Centre, the Broker, or any replacement section or unit carrying out the same or similar functions from time to time, prior to our Cut-Off Time on a Dealing Day.

- (vi) We shall not be obliged to notify you immediately if any Instruction cannot be executed, whether wholly or partially. Accordingly, if you need immediate confirmation as to whether any transaction has been effected, you should contact us. Instructions to buy or sell Investments may be partially executed. Instructions to buy or sell Equity Investments will (to the extent not executed), lapse at the close of trading hours on the relevant Trading Session.
- (s) You acknowledge that we or our affiliates may have an interest or relationship which may give rise to a conflict of interest in relation to a transaction effected by you. Such interest or relationship may include, without limitation:
 - (i) Acting as financial adviser or lending banker to the issuer of an Investment;
 - (ii) Being an underwriter, arranger or issuer of an Investment;
 - (iii) Being the other as principal in a transaction; and
 - (iv) Holding a long or short position in any Investments.
 and you hereby such interest or relationship and/or the resulting conflict of interest shall not give rise to any liability whatsoever to you on our part. We shall not be under any duty to disclose to you any fact or thing which comes to our knowledge or notice, in the course of such interest or relationship.
- (t) You acknowledge and agree that we may receive a commission, fees, remuneration or any other benefits (howsoever designated) (“Benefits”) in connection with any transaction under the Investment Services, and that we shall be entitled to retain such Benefits for ourselves and shall have no obligation to account to you for all or any part of such Benefits.
- (u) Termination
 - (i) Your subscription for the Investment Services may be terminated by written notice given at any time either by us to you or by you to us. Any such notice given by us shall take effect upon receipt, and any such notice given by you shall take effect one Business Day after our receipt. In each case, such notice shall be without prejudice to your or our rights accrued before such receipt.
 - (ii) This Investment Services Agreement shall terminate upon your death or your legal incapacity but all acts performed by us and/or the Custodian prior to receiving written notice of such death or incapacity shall be valid and binding upon you and your successors in title.
 - (iii) In the case of the death of one of you, the Investments shall be held to the order of the survivor(s) and in so doing we and the Custodian shall be discharged from any further responsibility therefor to the estate of the deceased person.
 - (iv) Upon termination of the Investment Services Agreement:
 - (A) we shall be authorised to arrange for the transfer of the Investments to you or your estate, or to the survivor in the case of a Joint Account; provided always that we shall not be liable to arrange the transfer of the Investments as aforesaid until and unless all your liabilities to us (including any outstanding fees and expenses payable to us) shall have been fully discharged; and
 - (B) we shall be entitled to receive full reimbursement of all out-of-pocket costs and expenses incurred by us up to the termination including any levies or fees incurred in the transfer of Investments pursuant to paragraph (A) above.
- (v) By using the Investment Services, you/each of you confirm and declare that:
 - (i) you are not a citizen or green card holder of the United States of America, its territories or possessions (“USA”), and you do not reside in the USA;
 - (ii) you are not otherwise a “U.S. Person” as defined in the United States Securities Act of 1933, as amended from time to time; and
 - (iii) if paragraphs (i) or (ii) above change or appear likely to change, you will notify us in writing as soon as reasonably practicable and in any event within 30 days of such change or of your becoming aware of the likelihood of such change, and in any event prior to any application for purchase of new Investments under the Investment Services.
- (w) Additional terms and conditions governing Regular Investments
 - (i) We will endeavour to effect Regular Investments not later than 3 Dealing Days from each Regular Investment Date, but we will not be responsible or liable for any error, refusal or omission to effect all or any of them, or for any lateness in doing so.
 - (ii) We may in our absolute discretion terminate the Regular Investments arrangement as to future transactions, whether in respect of a specific Investment or generally, at any time by notice in writing to you without assigning any reason therefor.
 - (iii) We may levy a charge on each Regular Investment transaction and debit such charge from your Account at the time of the transaction. We shall not be obliged to refund this charge if the

Instruction is not effected for insufficient funds. In addition, we shall be entitled to debit your Account for any incidental stamp duty and inland exchange which may be applicable.

- (iv) In the event the transaction cannot be made due to insufficient funds in the Account, we shall not effect the transaction for the payment date concerned. If this occurs, we shall be entitled at our absolute discretion to terminate the Regular Investment arrangement by written notice to you. However, if we choose not to so terminate the arrangement, further payments shall resume on the next subsequent Regular Investment date and thereafter based on the availability of funds in the Account.
 - (v) Please notify us in writing of any alterations or cancellations at least 2 weeks before the Regular Investment Date, failing which we shall endeavour to but shall not be obliged to give effect to such alteration or cancellation.
- (x) Additional terms and conditions governing Unit Trust Investment Services
- (i) Unless otherwise expressly stated in writing among the features of a particular Unit Trust Investment, the purchase of a Unit Trust Investment does not entitle you to any insurance coverage.
 - (ii) Where any income or dividends is received in respect of any of your Unit trust Investments, you irrevocably instruct us to reinvest such income or dividends by purchasing further units of such Unit Trust Investments, if available.
 - (iii) If, at any time, you wish to redeem all or any of the Unit Trust Investments acquired under the Investment Services, you shall instruct us to apply or procure that an application is made to the relevant Investment Company for the redemption of such Unit Trust Investments and we or the Custodian will make the necessary application.
- (y) Additional terms and conditions governing Equity Investment Services
- (i) By subscribing for the Equity Investment Services, you irrevocably and unconditionally authorise and instruct us to forward Instructions to the Broker on your behalf. Notwithstanding the foregoing, we reserve the absolute discretion to determine whether or not to forward Instructions to the Broker, and the appropriate time for forwarding them, having regard to all relevant circumstances at the time we receive the Instructions from you. In particular but without limiting the generality of the foregoing:
 - (A) we shall not be obliged to forward to the Broker any Instructions relating to distributions from Equity Investments, or the exercise of any rights or claims arising from or relating to Equity Investments including (without limitation) dividends, rights issues, conditional cash offers or other corporate actions; and
 - (B) we shall be entitled to refuse to forward or to delay in passing any Instruction for a sale of Equity Investments if the relevant Equity Investments are not yet fully registered in your name pursuant to the requirements of any applicable law or regulation.We shall not be obliged to give any reason for any refusal or delay on our part in forwarding any Instructions to the Broker, nor shall we be held liable for the consequences of any such refusal or delay, whether in contract, tort or otherwise.
 - (ii) You authorise us to deliver to the Broker, on your behalf, such moneys, share certificates (if any) and other documents relating to Equity Investments, as we may receive or hold in connection with dealings in Equity Investments effected pursuant to your Instructions.
 - (iii) Brokers are authorised to act upon any Instructions received by them (regardless of any delay, error, interruption or suspension in the transmission or communication of such Instructions). Neither we nor the Broker shall be required to check the accuracy or authenticity of such Instructions, nor shall we or the Broker be liable for any losses or costs suffered or incurred by you as a result of the Broker acting upon the same.