

**AGREEMENT**

I/We agree to abide and be bound by OCBC Bank (Malaysia) Berhad and OCBC Al-Amin Bank Berhad ("Bank") respective "Account(s) and Service(s) – Main Terms and Conditions" and where applicable, the respective terms and conditions governing the financing facility or facilities ("Facility(ies)"), the terms and declarations set out below and in the application form(s) for the Account(s), Service(s) and/or Facility(ies) and all amendments, supplements and additions thereto made from time to time by the Bank, by signing at the spaces provided for "Authorised Person(s)" in this Agreement:

1. I/We confirm that the information given above is true and accurate and that I/we have not wilfully withheld any material fact.
2. I/We irrevocably consent to and authorise the Bank, and I/we further represent and warrant that I/we have obtained consent from my/our directors, shareholders, managers, partners, office bearers, offices, etc. for the Bank to conduct credit check and verify information given to the Bank, with any party (including without limitation with any Credit Reporting Agencies "CRAs") and consent to the CRAs with whom the Bank conduct credit checks to disclose its credit report/information to the Bank for the purpose of my/our application(s) and for the Bank's risk management and review. The Bank is hereby authorised but is under no obligation to convey my/our consent and the purpose of such disclosure to the relevant CRAs.
3. Subject to my/our express instruction restricting disclosure, I/we consent to the Bank conducting credit checks and verification of information given by me/us in my/our application for the Account(s), Service(s) and/or Facility(ies) with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. I/We also consent to the Bank's disclosure of the my/our financial condition, details of accounts, account relationship with the Bank including credit balances to:
  - (i) the Bank's data processors or service providers, both within and outside Malaysia, engaged to carry out the Bank's functions and activities;
  - (ii) companies which are related to the Bank by virtue of Section 7 of the Companies Act 2016 or any associated company of the Bank (the Bank together with the aforesaid related/associated companies are collectively referred as "OCBC Group") their assignees and successors-in-title;
  - (iii) regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia, including pursuant to the Foreign Account Tax Compliance Act of the United States;
  - (iv) other banks or financial institutions including Cagamas Berhad and Credit Guarantee Corporation (Malaysia) Berhad, mortgage insurers/takaful operators and any reinsurers/re-takaful operators (in or outside Malaysia);
  - (v) credit bureaus, credit reporting agencies, Central Credit Reference Information System, Dishonoured Cheques Information System, and corporations set up for the purposes of collecting and providing credit information;
  - (vi) the security parties and third parties who intend to settle my/our indebtedness;
  - (vii) debt collection agents, lawyers, custodians and nominee companies;
  - (viii) my/our authorised agents and successors in title;
  - (ix) the Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title; and
  - (x) such persons or bodies to whom the Bank is legally required or permitted by law to disclose (including, without limitation, any agencies or entities which collect and provide credit or other information)
4. The Bank may, subject to compliance with the applicable regulatory rules or guideline, use or apply any information relating to the Customer collected, compiled, or obtained by the Bank through or by whatever means and methods for such purposes as determined by the Bank.
5. I/We hereby declare, certify and confirm:
  - a. That I/we agree to comply with the conditions and regulations set by Bank Negara Malaysia under the provisions of the Financial Services Act 2013 and Islamic Financial Services Act 2013 and such other conditions set by the Bank including any alterations, amendments and additions made thereto by Bank Negara Malaysia and/or the Bank from time to time.
  - b. That the person(s) whose signature(s) appear in the Authorised Signatory(ies) section below and acting according to the signing condition/mandate indicated therein are authorised to draw, sign, endorse, accept or make for or on my/our behalf all cheques, bills of exchange, orders to pay and any other instruments (even if, where permitted by the Bank the relevant account is or will become overdrawn) in respect of or in connection with the Account(s), even though the payment is for the benefit of any director, employee, authorised person/signatory or individual order of any signing person without the Bank having to enquire into the circumstances or being liable in any way in respect of such payment and the Bank be and is authorised to honour any such cheques, bills of exchange, orders to pay and any other instruments;
  - c. That the person(s) whose information appear in the Authorised User section in the Business Banking Services form and/or in other letter(s) of instruction is/are authorised to perform and effect the Service(s) opted by me/us at any time and from time to time for and on my/our behalf in relation to the Account(s). I/We confirm that the abovementioned Authorised User(s) has/have sufficient authority and effect all transactions of such services for and on my/our behalf and all such transactions shall be binding and conclusive on me/us;
  - d. That the Bank shall be entitled to rely upon and act on the instructions of the Authorised Signatory(ies), the Authorised Person(s) and the Authorised User(s) until the Bank has actual notice of any changes in such authorization and has a reasonable time to implement such changes;
  - e. That I/we are not listed under the "Dishonoured Information Cheques System" (DCHEQS). I/We confirm that should I/we/any of us be listed under the "Dishonoured Information Cheques System" (DCHEQS) the Bank shall have the right to close my/our Account(s) immediately without notice to me/us;
  - f. That I/we have voluntarily provided my/our personal data to the Bank and consent to the Bank processing my/our personal data to evaluate my/our application for the Account(s), Service(s) and/or Facility(ies). If I/we do not provide any data required in this application, the Bank may not be able to proceed further on my/our application for the Account(s), Service(s) and/or Facility(ies)  
I/We have read the Bank's Privacy Policy made available to me/us and confirm that I/we have been notified of the following matters via the Privacy Policy:
    - (i) the Bank may collect my/our personal data directly from me/us or from third party sources;
    - (ii) purpose for which my/our personal data is collected;
    - (iii) my/our right to access my/our personal data and correct my/our personal data;
    - (iv) the class of third parties (including those referred in (i) above) to whom the Bank may disclose my/our personal data;
    - (v) the choices and means for limiting the processing of my/our personal data;
    - (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data;
    - (vii) to update my/our personal data as soon as there are changes; and
    - (viii) the Bank's contact details if I/we wish to make inquiries or give feedback;
  - g. I/We understand and agree that in the event that any goods, sales and services tax, consumption tax, value added tax or any tax of similar nature is now or hereafter required by law to be paid on or in respect of any sums payable to the Bank, the same shall (except to the extent prohibited by law) be borne by me/us and I/we shall pay to the Bank on demand a sum equivalent to the amount of such goods, sales and services tax or other taxes, levies or charges.
  - h. I/We irrevocably grant consent to the relevant credit reporting agency(ies) (as defined under the Credit Reporting Agencies Act, 2010) ("CRAs") with whom the Bank conduct credit checks to disclose my/our credit report/information to the Bank for the purpose of applying for the Account(s), Service(s) and/or Facility(ies) and for the Bank's risk management and review. The Bank is hereby authorised but is under no obligation to convey my/our consent and the purpose of such disclosure to the relevant credit reporting agency(ies);
  - i. Where I/we have provided data and obtained consent of other individuals, our directors, relevant managers, partners, officer bearers, officers, Authorised Person(s), Authorised Signatory(ies) and Authorised User(s) and shareholders (if applicant is a company) and the other partners (if applicant is a partnership), guarantors (if any), security parties (if any) and the directors, relevant managers, officers and shareholders of the guarantors and security parties for the Facility(ies):
    - (i) to disclose their personal data to the Bank;
    - (ii) for the Bank's verification of their personal data with third party sources such as credit reporting agencies, Companies Commission or Insolvency Department and for the relevant CRAs to disclose their credit report/information to the Bank for the purpose of applying for the Facility(ies) including its other products and services and for its risk management and review;
    - (iii) for the Bank to disclose their personal data to classes of third parties described in the Bank's Privacy Policy. I/We have informed them to read the Bank's Privacy Policy posted on the Bank's website and available at the Bank's branches on request.

- j. That if my/our application(s) is successful, the Bank may process my/our personal data and the data of my/our directors, shareholders, relevant managers, partners, office bearers, officers, Authorised Person(s), Authorised Signatory(ies) and Authorised User(s) as required for the bank-customer relationship. If my/our application(s) is unsuccessful, the Bank may in addition to retention of my/our data and the data of my/our directors, shareholders, relevant managers, partners, office bearers, officers, Authorised Person(s), Authorised Signatory(ies) and Authorised User(s) for handling enquiries, audit or legal proceedings, may also retain and process my/our personal data to introduce products or services sold or distributed by the Bank. I/We are fully aware that I/we may at anytime instruct the Bank to stop sending me/us marketing materials.
6. Foreign Account Compliance Act of the United States ("FATCA")  
For the Bank's compliance with any taxation related law, regulations or authorities' directions or orders, including those related to the Foreign Account Tax Compliance Act of the United States, (collectively, "Tax Laws") the Customer:
- shall promptly make and procure the Consenting Person to make such declaration, provide all documents and information to the Bank, and notify the Bank of any changes thereto; and
  - confirms that the Customer has procured the consent of a Consenting Person for disclosure by the Bank of the Consenting Person's information to any regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia, including pursuant to the Foreign Account Tax Compliance Act of the United States

The Bank shall be entitled to among others, deduct from or withhold part of any amounts payable by the Bank in the event of the Customer's or Consenting Person's non-compliance with the aforesaid provisions.

**A "Consenting Person"** means any person including the Customer, Substantial Owners, Controlling Persons of the Customer, any persons who is beneficially interested or financially interested in payments from the Bank.

**A "Substantial Owner"** means (1) with respect to a corporate or entity, certain persons that directly or indirectly own more than 25% of the corporation's stock (by vote or value), (2) with respect to a partnership, certain persons that directly or indirectly own more than 25% of the profits or capital interests in the partnership, and (3) with respect to a trust, certain persons treated as the owner of the trust or treated as holding directly or indirectly more than 25% of the beneficial interests of the trust.

**A "Controlling Person"** means any individual who exercises ultimate effective control over an entity or trust.

I/We acknowledge that the Bank's Terms and Conditions Governing the Account(s) and the Service(s) are available at the Banks' branches and at [www.ocbc.com.my](http://www.ocbc.com.my).

I/We acknowledge that OCBC Al-Amin Bank Berhad's Service(s) may be facilitated or supported in any way by OCBC Bank (Malaysia) Berhad which bears no responsibility or liability whatsoever to me/us in relation to such facilitation or support.

#### For Company / Limited Liability Partnership (LLP) / Society / Club / Association

We confirm that the Company / LLP / Society / Club / Association is not insolvent, wound up or placed in liquidation, judicial management or receivership.

The above declaration is not applicable (state reason): \_\_\_\_\_

#### For Partnership

We confirm that none of the partners has any bankruptcy petitions or orders against them and agree that we shall be jointly and severally liable to the Bank for all monies owing and liabilities accrued to the Bank by us or any of us whether in the name of or on behalf of the partnership firm or otherwise. Upon any partner ceasing to be a member of the partnership firm by death, bankruptcy or retirement or otherwise, the Bank shall treat the surviving or continuing partner or partners for the time being as having full power to carry on the business of the partnership firm and to deal with its assets, as if there had been no change in the partnership firm.

#### For Sole-Proprietorship

I confirm that there is no bankruptcy petition or order against me.

#### For Trustee

We understand that the Malaysia Deposit Insurance Act 2011 (Disclosure Requirements for Trust Accounts and Joint Account) Regulation 2012 (Regulation) requires a trustee to submit to Bank on or before 31 March of every assessment year, an annual disclosure containing the following information:

- A statement that the deposit in the trust account is held in trust by the trustee;
- The trust account number;
- The trustee's name, address and identity card number or passport number or any other identification acceptable to the member institution;
- The name and address of each beneficiary or the alphanumeric code or any other code or identifier for such beneficiary; and
- The amount or percentage of each beneficiary's interest in the trust account.

We further understand that if a trustee fails to comply with the Regulation, each beneficiary's interest in the trust account shall not be deemed to be a separate deposit and shall not be separately insured.

#### For the purposes of determining the beneficial owner of a corporate entity:-

- the "substantial shareholder" is the natural person who ultimately and effectively owns or controls a legal entity through direct or indirect ownership or control of 25% or more of the shares or voting rights in that legal entity including through bearer shareholding; or
- the natural person(s) who otherwise exercises control over the management of a legal entity.

#### DECLARATION : ANTI-MONEY LAUNDERING

I/We further understand that under the **Anti-Money Laundering, Anti-Terrorism Financing Proceeds of Unlawful Activities Act 2001 (AMLATFPUAA)** requires all banks to disallow their facilities to be used as channels for money laundering and terrorism financing. I/We will exercise due care to verify the true identity of my/our clients and their sources of funds as required under the AMLATFPUAA, and not to facilitate proceeds from unlawful activities to be channelled through my/ our clients accounts/facilities with the Banks. For client accounts maintained with banks, I/we agree to provide the identification information and copies of the relevant documentation of my/our clients immediately upon request. I/We agree to notify the Bank immediately, if, during the course of dealing with my/ our clients, I/we suspect that their funds are from proceeds of unlawful activities. I/We confirm that my/our application(s) is not used as a channel for money laundering and terrorism financing and my/our source of funds come from lawful sources and does not breach the AMLATFPUAA or similar legislation applying in the jurisdiction where my/our source of funds are derived or any tax laws which I/we is/are subject to.