
Terms and Conditions

SECTION A: GENERAL TERMS APPLICABLE TO ALL PRODUCTS AND SERVICES

The general terms and conditions, together with the specific terms applicable to particular Accounts, Products and Services provided by the Bank (collectively, the "**Services**"), constitute your agreement with the Bank. The terms in this Agreement together with the terms in the Account Opening Application Form (which are incorporated by reference herein), will apply to and govern your relationship with the Bank.

1. Definitions and Interpretation

"**Account**" refers to such account(s) which you may have with the Bank whether alone or jointly with any other person(s) and includes any type of account which may be offered by the Bank from time to time;

"**Account Holder**" means each person who opens an Account with the Bank;

"**Advice**" means any statement or Confirmation in respect of any Transaction;

"**Agreement**" refers to the General Terms applicable to all Products and Services , together with the specific terms applicable to particular services included in this booklet and any other terms and conditions with respect to particular accounts, facilities, products or services provided by the Bank to you , which shall apply to and govern your relationship with the Bank;

"**Applicable Laws and Regulations**" means all applicable laws, regulations, directives, rules, guidelines and regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations and those of any relevant Exchange, market, clearing house or depository);

"**ATM**" means any automated teller machine of the Bank and "ATMs" shall be construed accordingly;

"**Authorised Depository**" or "**ADI**" means a licensed financial institution given the approval by Bank Negara Malaysia to be an Authorised Depository of Securities;

"**Bank**" refers to OCBC Bank (Malaysia) Berhad and shall include its successors and assigns;

"**Bearer**" in relation to a NID means the owner of the NID;

"**BNM**" means Bank Negara Malaysia;

"**Bonds**" means any debt security, notes, bonds, Islamic bond/sukuk, debentures distributed or offered by the Bank under a Programme, which you agree to subscribe for or purchase from the Bank and which is designated by the Bank to be governed by the Terms and Conditions Governing Bonds from time to time;

"**Business Day**" means:

- (a) a day on which banks in Malaysia and (if applicable) the country of the currency of the deposits are opened for business other than Saturdays, Sundays, and gazetted public holidays;
- (b) in the case of Structured Investments, Negotiable Instruments of Deposits and Bonds , a day, other than Saturday, Sunday and gazetted public holidays, on which banks in Malaysia are opened for business and such other places (if applicable), as specified in the Confirmation and/or the Term Sheet and/or Information Memorandum or Offering Circular or Base Prospectus (as the case may be);

"**Card**" refers to, where the context requires, the Card issued by the Bank which enables you to access the Account(s) to which the Card is linked ;

"calendar month" means the period from the "n-th" day of a specific month to the "n-th" day of the following month, except that:

- a. a "calendar month" starting from the last day of a month shall always end on the last day of the next month;
- b. in the case of a non-leap year, a "calendar month" starting from January 28, 29, 30 and 31 shall always end on 28 February; and
- c. in the case of a leap year, a "calendar month" starting from January 29, 30 and 31 shall always end on 29 February;

"certificate" means the security paper duly completed and issued by the Bank to acknowledge the receipt of a Deposit falling within the meaning of a NID ;

"Clearance System" means Clearstream Banking Luxembourg, Euroclear, the First Chicago Clearing Centre, the Malaysian Central Depository Sdn Bhd, the Depository Trust Company, the Central Depository (Pte) Limited and such other clearance or depository system as may from time to time be used in connection with transactions relating to Securities, and any depository or nominee for any of the foregoing;

"Confirmation" means:

- a. (other than in relation to Structured Investments) the written notice (including telex, facsimile or other electronic means from which it is possible to produce a hard copy) which contains the specific terms of a Contract entered into between the parties and includes a contract note;
- b. in relation to Negotiable Instruments of Deposits and Structured Investments , the written notice(s) (including telex, facsimile or other electronic means from which it is possible to produce a hard copy) given to you by the Bank which evidence(s) the specific terms of a Negotiable Instruments of Deposit or Structured Investment ; or
- c. in relation to Bonds , means the confirmation statement in relation to your subscription of Bonds and sent by the Bank to you ;

"Contract" includes any transaction for the sale or purchase or any dealings whatsoever in Securities, negotiable instruments deposits transactions, structured investments transactions, unit trusts transactions, bonds transactions and/or any other contracts, financial products or instruments of whatever nature or such other transactions as the Bank may from time to time permit to be carried out with you ;

"Custodian" means the Bank or Malaysia Nominees (Tempatan) Sdn Bhd (6193-K) and/or any other custodian appointed by the Bank from time to time and its successor in title;

"Custody Account" refers to the custody account or accounts that you authorises the Bank to establish on its books on the terms of this Agreement in your name ;

"Customer" or **"you"** or **"your"** means any person or persons (jointly and severally where there are more than one) who is the customer of the Bank and the person in whose name any Account is maintained or to whom any Products or Service is provided, and where the context so permits, includes the successor(s), personal or legal representative(s), permitted assigns ;

"Dealing Day" means in respect of the relevant Fund a day on which dealings take place of Units in the Fund;

"Electronic Instruction" means any instructions or requests transmitted through electronic mail and/or any other form of electronic communication and always in the manner acceptable to the Bank;

"Electronic Services" includes electronic services in Section B, Part B2, Phone Banking Service, ATM Service, Cash Deposit Machines Service and Internet Banking Service and any other services or facilities offered via electronic means or Internet in or outside Malaysia ;

"Event of Default" means the occurrence of any of the following events:

- i. You fail to pay any amount due under this Agreement at the time, in the currency and in the manner specified by the Bank;
- ii. You fail to perform or comply with any obligation under any of the terms and conditions of this Agreement ;
- iii. any representation or warranty made or taken as made by you or any document delivered hereunder is not complied with or proves to be untrue in any material respects;
- iv. any step is taken by any person or a resolution is passed for your bankruptcy ;
- v. you stop or suspend your payment of debts or is unable or admits your inability to pay your debts as they fall due, or commences negotiations with your creditors for the rescheduling of your debts or proposes or enters into any composition with your creditors;
- vi. an encumbrancer takes possession of, or a trustee, receiver, judicial manager, manager or similar officer is appointed for, or a distress, execution, attachment or other process is levied or enforced upon any of your accounts with the Bank or upon any part of your assets;
- vii. a suit, arbitration or administrative proceeding or any other step under any foreign or domestic law relating to your adjustment of debts, bankruptcy or insolvency is commenced, filed or applied for against you ;
- viii. You suffer, in the opinion of the Bank, a material adverse change in your financial condition, or you fail to give adequate assurance satisfactory to the Bank of your ability to perform your obligations under the terms and conditions of this Agreement;
- ix. it becomes unlawful for you or the Bank to perform any transaction or obligations hereunder;
- x. any event occurs or circumstances arise which the Bank determines give(s) reasonable grounds for believing that you may not be able to perform or comply with any one or more of your obligations under the terms and conditions of this Agreement ;
- xi. any event occurs, which under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events mentioned in this provision ; or
- xii. Death, Insanity and Bankruptcy -if you die or become insane or suffers any custodial sentence or is investigated or charged under any criminal proceedings

"Foreign Exchange Notices" means the Foreign Exchange

Notices of Malaysia issued pursuant to the Financial Services Act 2013 and all other regulations made pursuant thereto, as from time to time amended, extended, re-enacted or consolidated.

"Fund" means any unit trust, investment fund, mutual fund or any other collective investment scheme authorized by the Registrar of Companies and Securities Commission Malaysia and distributed by or made available through the Bank under these terms and conditions;

"Risk Disclosure Statement" means the risk disclosure statement setting out the risks associated with the Products ;

"Instructions" means instructions (which includes Electronic Instructions) issued or to be issued by you to the Bank or such other party contemplated in this Agreement to the Bank or such other party contemplated in this Agreement in furtherance of the transactions contemplated in this Agreement, and "to instruct" shall be construed accordingly and always in the manner acceptable to the Bank;

"Internet" means the ubiquitous global network of computers, telecommunications and software which facilitates communications, electronic or otherwise, between person(s) and machines;

"Joint Account" refers to an Account opened in the names of two or more persons;

"known public holiday" means any gazetted holiday, (for example 1 January, 1 May, 31 August and 25 December). If such a day falls on a Sunday, the next business day shall be deemed as **"known public holiday"**;

"Liabilities" mean all obligations, liabilities or moneys whatsoever at any time now or hereafter owing, due or incurred by you to the Bank howsoever arising, anywhere, on any account, or in respect of the Services or in connection with any Instructions or otherwise, whether present or future, actual or contingent, primary or collateral, solely or jointly and whether as principal or surety, including all principal moneys, interest, compound interest, charges, expenses, costs, fees or Taxes as may from time to time be payable by you in connection therewith;

"Manager" means and includes the manager, issuer, representative or agent or investment manager of any Fund.

"NID Account" means the account opened by the Depositor or Bearer appointing the Bank as the Authorised Depository;

"**OCBC Group**" means the Bank and any "subsidiary" and/or "related corporation" of the Bank as defined in the Companies Act 2016;

"**Parties**" means the Bank and the Customer, and "**Party**" means either of them;

"**Person**" means any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

"**Products**" refers to the Account and banking products offered by the Bank from time to time to you on such terms and conditions as may be determined solely by the Bank;

"**Prospectus**" in relation to any Fund means the most recently published version from time to time of the prospectus as required by law.

"**RENTAS**" means "Real Time Electronic Transfer of Funds and Securities", which is a real time electronic funds and securities transfer system maintained by BNM;

"**Ringgit Malaysia**" and "**RM**" means lawful currency of Malaysia

"**Securities**" means bank acceptances, bills of exchange, bonds, certificates of deposits, debentures, notes, stocks, shares, trade bills, treasury bills, units in a unit trust or other securities and all moneys, rights or property which may at any time accrue or be offered (whether by way of bonus, redemption, preference, option or otherwise) in respect of any of the foregoing and any certificates, receipts, warrants or other instruments (whether in registered or unregistered form) representing rights to receive, purchase or subscribe for any of the foregoing or evidencing or representing any other rights of interests therein (including, without limitation, any of the foregoing not constituted, evidenced or represented by a certificate or other document but an entry in the books or other permanent records of the issuer, a trustee or other fiduciary thereof, or a Clearance System) ;

"**Services**" means any and all Products and Electronic Services and any other services, from time to time, offered by the Bank to you and any other products and services agreed from time to time between you and the Bank (provided the Bank possesses the necessary licence(s) and authorisation(s) under applicable law to provide such products or perform such services, if any), on such terms and conditions as may be determined solely by the Bank;

"**Taxes**" means any present or future tax (including without limitation, any value added tax, goods and services tax, consumption tax) levy, impost, duty, fee, deduction or withholding of any nature and by whatever name called, by and on whomsoever wherever imposed, levied, collected, assessed or withheld;

"**Time Deposit or Fixed Deposit**" refers to the fixed deposit placed by you with the Bank in Ringgit Malaysia or such other Foreign Currency as the Bank may allow;

"**Unit**" means a share or unit in a Fund.

"**Unexpected holiday**" means a public holiday, which is not a "known public holiday".

Where there are two or more persons comprised in the term "the Customer" or "you" or "your":-

- a. All instructions, agreements and obligations shall be taken as issued by and binding upon such persons jointly and severally and the Bank may act on such notices or instructions without enquiry;
- b. This Agreement shall be binding on their respective successors in title, executors and personal representatives, as the case may be, and your liabilities hereunder shall be joint and several;
- c. Any notice given by the Bank to any one of such persons shall be taken as duly served and binding on all of them; and
- d. Where you have appointed an Authorized User or Authorised Person, all references to "you" shall also refer to your Authorized User or Authorised Person.

Headings herein are for ease of reference only and shall not be deemed to be part of this Agreement nor be taken into consideration in the interpretation or construction hereof.

Any reference to the masculine gender shall also include the feminine and neutral genders. Where the context so requires, words importing the singular shall include the plural and vice versa.

2. Availability of Services

- 2.1. The Account and the Services will be available to you whose application for Account and/or Services is accepted by the Bank.
- 2.2. The applicant will complete the application forms and submit supporting documents required by the Bank. The Bank may refuse an application. The Bank may conduct credit checks, collect and verify information given by you with the relevant registrars, credit bureaus and credit reporting agencies. You consent to disclosure by credit reporting agencies of your credit report and information to the Bank for the purpose of applying for the Account and Services and for the Bank's risk management and review. The Bank may but is not obliged to convey your consent and the purpose of such disclosure to the credit reporting agencies.
- 2.3. All requests for Services will be subject to the Bank's acceptance which will be deemed to occur upon the opening of the relevant Account(s) for the requested Service. The continued availability of any Service shall be subject to the Bank's consent, in its sole discretion, and to the fulfilment by you of such conditions as the Bank may require. The Bank reserves the right to, at any time and from time to time, cancel, withdraw, suspend, vary, change, add to or supplement any one or more of the Services.
- 2.4. You authorise the Bank to provide the relevant information to you relating to the new Services from time to time

3. Segment Membership Criteria

- 3.1. The Bank may, depending on the customer segment that you qualify, impose segment membership criteria, such as, without limitation, a minimum average deposit balance requirement in any of your Account(s) with the Bank, and such other criteria as the Bank may from time to time determine.
- 3.2. You agree that, depending on the customer segment that you qualify, a service fee (if any) will be payable to the Bank should you no longer meet any segment membership criterion in respect of any of your Account(s) with the Bank.
- 3.3. The Bank may at any time and from time to time redesignate you from one customer segment to another in its sole discretion. In the event that you are redesignated from one customer segment to another, the terms and conditions of the customer segment applicable to you will be available on the Bank's website.

4. Individual / Joint Accounts

- 4.1. Your executor or administrator, lawfully appointed representative shall be the only persons recognised by the Bank as your successor in the event of your death or mental incapacity (as the case may be). Upon notice of your death or mental incapacity, the Bank shall be entitled to freeze the Account until such time your executor or administrator or lawfully appointed representative produces a grant of probate or letters of administration or court order (as the case may be) to the Bank's satisfaction.
- 4.2. If any Account(s) is/are opened in the names of two or more persons or Product(s) is/are invested or subscribed jointly with one or more other persons ("**Joint Account(s)**"), such persons shall be jointly and severally liable for all liabilities incurred on the Joint Account(s).
- 4.3. (a) (i) Where the Joint Account(s) is/are operated with a single signing authority, Instructions from any one of the Joint Account(s) holders will be accepted by the Bank and such Instructions will be binding on the other Joint Account(s) holders. If, prior to acting on Instructions received from one Joint Account(s) holder, the Bank receives contradictory instructions from another Joint Account(s) holder, the Bank may choose to act thereafter only on the mandate of all the Joint Account(s) holders of the Joint Account(s) notwithstanding the Joint Account(s) require single signing authority. Upon notice of the death of any one of the Joint Account(s) holders, the Bank shall be entitled to pay the credit balance in the Joint Account(s) to the survivor and if more than one survivor, in their joint names provided that prior to such payment, the indebtedness of any of the Joint Account(s) holders to the Bank shall first be set-off from the said credit balance, upon given 7 calendar days' notice to the survivor(s). The Bank may permit the surviving Joint Account(s) holders to continue to operate the Joint Account(s).

(a) (ii) In the event any one of the Joint Account holders becomes mentally incapacitated, the Bank shall be entitled to freeze the use or availability of the Account by the mentally incapacitated Joint Account holder, and to allow the other Joint Account holder(s) to continue operating the Joint Account on a single signing authority basis, in each case, without being liable to any Joint Account holder, including the mentally incapacitated Joint Account holder and his/her lawfully appointed representative. The instructions from the other Joint Account holder(s) shall be binding on the mentally incapacitated Joint Account holder and his lawfully appointed representative. If the Bank receives contradictory Instructions from the said lawfully appointed representative, the Bank may choose to act only on the mandate of both the other Joint Account holder(s) and the lawfully appointed representative of the mentally incapacitated Joint Account holder.

(a) (iii) In the event any one of the Joint Account holders becomes mentally incapacitated and a lawfully appointed representative is in place, the Bank shall be entitled to allow the said lawfully appointed representative and the other Joint Account holder(s) to continue operating the Joint Account on a single signing authority basis, without being liable to any Joint Account holder, including the mentally incapacitated Joint Account holder and his lawfully appointed representative. The Instructions from the lawfully appointed representative shall be binding on the other Joint Account holder(s), and the Instructions from the other Joint Account holder(s) shall be binding on the mentally incapacitated Joint Account holder and his lawfully appointed representative. If the Bank receives contradictory Instructions from the said lawfully appointed representative or other Joint Account holder(s), the Bank may choose to act only on the mandate of both the other Joint Account holder(s) and the lawfully appointed representative of the mentally incapacitated Joint Account holder.

(a) (iv) The Bank shall further be entitled to continue to execute any Instructions given by the mentally incapacitated Joint Account holder and/or the other Joint Account holder(s) in respect of the Account before the Bank receives notice of the mentally incapacitated Joint Account holder's mental incapacity, without being liable to any Joint Account holder, including the mentally incapacitated Joint Account holder and his lawfully appointed representative. The said Instructions from the mentally incapacitated Joint Account holder shall be binding on the other Joint Account holder(s), the mentally incapacitated Joint Account holder and his lawfully appointed representative. If the Bank receives contradictory Instructions from the said lawfully appointed representative of the mentally incapacitated Joint Account holder(s) and/or the other Joint Account holder(s), the Bank may choose to act only on the mandate of both the other Joint Account holder(s) and the lawfully appointed representative of the mentally incapacitated Joint Account holder.

(b) Upon notice of the death or mental incapacity (as the case may be) of any one of the Joint Account(s) holders, the Bank shall be entitled to freeze the Account (including Instructions given by the mentally incapacitated Customer and/or the other Joint Account(s) holder in respect of the Account before the Bank received the notice of the Joint Account holder's mental incapacity) and to retain the credit balance in the Joint Account until such time the Joint Account(s) holder's executor or administrator, lawfully appointed representative produces a grant of probate or letters of administration or court order (as the case may be) to the Bank's satisfaction.

(c) The Joint Account(s) holder, their estate, their lawfully appointed or representative, together with the other Joint Account(s) holders, undertake to indemnify the Bank and to keep the Bank indemnified against all claims, costs, expenses, losses and damages, including those arising from:

- i. (where applicable) the payment of the credit balance in the Joint Account(s) to the survivor(s) in the manner stated as aforesaid;
- ii. the freezing of the Joint Account(s) and (where applicable) the retention of the credit balance in the Joint Account(s) in the manner stated as aforesaid;
- iii. the Bank accepting and executing any Instruction of the lawfully appointed representative or any Instruction of the other Joint Account holder(s) who is not mentally incapacitated in the manner stated as aforesaid;
- iv. any dispute between any of the Joint Account(s) holder(s) and any personal representatives of the deceased Joint Account(s) holders

The Bank shall be entitled to debit from the Joint Account(s) such claims, costs, expenses, losses and damages reasonably incurred.

4.4 Upon production of a grant of probate or letters of administration or court order (as the case may be), the Bank may open an Account in the name of the estate of the deceased or the mentally incapacitated Customer (as the case may be). The executor, the administrator of the estate or the personal representative of the deceased, or the lawfully appointed representative of the mentally incapacitated Customer shall operate the Account in accordance with the probate or the letters of administration or court order so granted (as the case may be).

- 4.5 The Bank may decline to deal with you who appears to the Bank to be mentally unable to manage yourself or your Account.

5. Conversion of Account(s)

In relation to deposit accounts, the Bank shall have full discretion at any time upon written notice to you, convert your Account(s) into another Account(s), regardless of whether your existing Account(s) or newly converted Account(s) is a passbook Account, an Account receiving hardcopy statements, an Account receiving electronic statements or any other Account(s).

6. Suspension of Account(s) / Service(s)

- 6.1 The Bank shall have full discretion at any time to suspend operations of any Account or Service or any part thereof and/or to impose conditions in relation to the further operation of any Account or Service whether wholly or partially and for such duration as the Bank may determine. If you are indebted to the Bank under any other account, the Bank may credit monies received or recovered from you to the credit of a separate account to preserve your liability in legal proceedings or to prove in your bankruptcy.
- 6.2 The Bank shall not be responsible for any loss, damage, liability or expense arising from the suspension of any Account or Service and/or the imposition of conditions in relation to the further operation of any Account or Service, except for loss and damage caused solely by the Bank's negligence, without any contribution from you.

7. Closing of Account(s)

- 7.1 The Bank may upon fourteen (14) days (or such period as the Bank may determine) prior written notice terminate the Account(s).
- 7.2 If you wish to terminate any Account(s), you shall provide written instructions of the same to the Bank and comply with such procedures as the Bank may determine from time to time at its discretion. For the avoidance of doubt, in the case of a Joint Account that is operated by a single signing authority, instructions from any one of the Joint Accountholders to terminate the said Joint Account will be accepted by the Bank, and such instructions will be binding on the other Joint Accountholder(s).
- 7.3 On termination of the Account(s):
- a. Subject to Clause 15.1, the Bank may discharge its entire liability with respect to the Account(s) by sending to you at your last known address registered with the Bank, a banker's cheque/draft for the credit balance made out in your name or in such form as the Bank may determine, the amount of the then credit balance in the Account(s); and
 - b. You shall forthwith return to the Bank all unused cheques failing which you shall indemnify the Bank for any costs or expenses arising or in connection thereto.
- 7.4 Without prejudice to the generality of the foregoing, upon the occurrence of any of the following events, the Bank shall be entitled (without prior demand or notice) to terminate the Account(s):-
- a. the Bank believes or suspects that the Account(s) is used for money laundering or other fraudulent or illegal schemes or in breach of any guidelines or rules issued by Bank Negara Malaysia or any other authority;
 - b. the Bank in good faith doubts the authority or authenticity of any instructions;
 - c. there is a dispute in relation to any of the Account(s);
 - d. you failed to comply with any provision of the Agreement;
 - e. any grounds exist for the presentation of a bankruptcy petition against you;
 - f. your death, insanity or incapacity;
 - g. an application is made by any party for the appointment of a receiver;
 - h. the performance of any obligation under the Agreement becomes illegal or impossible;
 - i. the balance in an Account(s) falls below the prescribed minimum as determined by the Bank from time to time; or
 - j. an Account has been inactive for such period as may be determined by the Bank from time to time.
- 7.5 The Bank may impose a service charge if any Account(s) is closed within three months (or such other period as may be stipulated by the Bank) from the date the Account(s) was opened.

8. Overdrawn Account(s)

- 8.1 You undertake to ensure that the Account(s) shall not be overdrawn, even temporarily, except where the Bank in its discretion allows or by prior arrangement with the Bank and such arrangement shall be subject to such terms and conditions as may be determined by the Bank from time to time. In the event when the Account is overdrawn, the Bank shall not be obliged to notify you.
- 8.2 Any debit balance on any overdrawn Account(s) shall be repayable by you immediately. You shall also on demand pay interest and any bank charges whatsoever on the debit balance, to be calculated at such rates as the Bank may prescribe from time to time and such interest shall be computed daily and charged at the end of each month or such other time as may be determined by the Bank from time to time.

9. Applications, Instructions or Orders

- 9.1 All Instructions in respect of an Account must be given by you strictly in accordance with the authorisations or mandates for the time being in effect in respect of such Account. All such Instructions shall be given to the Bank in writing or in such other mode(s) and/or method(s) agreed by the Bank from time to time. Instructions to change mandate will be effected by the Bank at least three (3) Business Days (or any other reasonable time period set by the Bank and notified to you) after the receipt of the Instruction.
- 9.2 You must give the Instructions and other communications in a manner acceptable to the Bank from time to time. The Bank may rely upon and act on any of your instructions, whether given by telephone, post, e-mail (from the specified email address), mobile (from the specified mobile number), facsimile transmissions or other electronic means ("Instructions"), provided that you shall comply with such procedures and requirements as the Bank may determine at its discretion. The Bank will only carry out Instructions in accordance with its established and regular business practices, procedures and policies and may decline any instructions without liability to you. The Bank has the absolute discretion not to act on any Instructions made/given by you.
- 9.3 All Instructions once received and processed by the Bank shall be binding on you and shall not be cancelled, withdrawn or amended notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such Instructions unless the Bank in its discretion agrees otherwise. All transactions carried out by the Bank acting on your Instructions shall be binding on you for all purposes. .
- 9.4 All applications made by you shall be binding on you for all purposes, regardless of the mode of the application or circumstances prevailing or the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such Instructions or other communications. The Bank will act and shall be considered as being authorised to act on your Instructions communicated or purportedly communicated by you, as advised to the Bank from time to time. In relation to telephone communication, instructions or confirmation, the Bank may (but is not bound to) ask you questions in order to verify your identity. In relation to e-mail communication or instructions, the Bank will act and shall be considered as being authorised to act on any e-mail communication or instructions which from time to time be or purport to emanate from your internet e-mail address specified to the Bank ("specified e-mail address"). The Bank has the absolute discretion not to act on or rely on any e-mail communication or instructions that do not emanate from the specified e-mail address. In relation to mobile communication or instructions, the Bank will act and shall be considered as being authorised to act on any mobile communication or instructions which from time to time be or purport to emanate from your mobile number or user ID specified to the Bank ("specified mobile number"). The Bank has the absolute discretion not to act on or rely on any mobile communication or instructions that do not emanate from the specified mobile number.
- 9.5 You authorise the Bank to act on any Instructions (including any transfer, sale or other disposition of the funds or assets in your Account(s)) made/given by you. The Bank shall not be obliged to inquire as to the purpose of any transfer of funds or assets so authorised by any such instructions or identity of any transferee.
- 9.6 You agree that the Bank shall not be responsible or liable to you in any manner whatsoever should the relevant forms submitted by you to the Bank be lost, destroyed or misplaced through no fault of the Bank or due to any force majeure event.
- 9.7 You acknowledge and agree that any incomplete, inaccurate or erroneous information may result in delays in the processing of each Transaction and may in certain circumstances result in a rejection of the Transaction, as determined by the Bank in its discretion.

- 9.8 The Bank may elect not to act on your Instructions where it results in the total amount of payments exceeding the credit balance in the Account but if the Bank does so act, it may elect to execute such Instructions in whole or in part or in any order without reference to the time of receipt of your Instructions. The Bank accepts no responsibility, and the Bank will not be liable for any loss or damage, errors, delays or default, refusal or omission of any kind to make all or any of the payments or any such Instructions or because of insufficient funds in the account. No notice will be sent if the Bank is unable to effect any payment due to insufficient funds.
- 9.9 Your specimen signatures and signing powers communicated to the Bank in writing shall remain in effect until such time as the Bank receives written revocation of the same from you . The Bank shall be entitled but not bound to undertake further verification of the signatures other than by comparing them with the specimen signatures on record with the Bank. You are aware that signatures on facsimile or telefaxed instructions may be superimposed fraudulently or without proper authority when transmitted to the Bank and you shall give the Bank facsimile or telefaxed instructions assuming such risks. In relation to e-mail communication or instructions, you further acknowledge that you are aware that e-mail communication or instructions are not secure and you will accept the risk of technical malfunction, unauthorised interference, misdelivery or delay of e-mail messages and computer viruses.
- 9.10 Where applicable, the Bank shall be entitled to not act on any Instructions or dishonour any cheque in which your signature in the Bank's reasonable opinion, which opinion shall be final and conclusive, differs from the specimen signature(s) deposited with the Bank.
- 9.11 You agree and confirm to the Bank that the Account(s) shall be used strictly for personal, nonbusiness purposes and/or transactions only (the "Permitted Purposes"). The Bank may refuse to act on any Instructions if such Instructions are inconsistent with the Permitted Purposes.
- 9.12 You shall accept full responsibility for all Instructions or communication made/given to the Bank or received by the Bank whether such Instructions were given by you or purported to be given by you without your knowledge or consent. You shall be liable to pay the Bank on demand any claims, proceedings, loss, damage and costs (including legal costs as between solicitor and own client) incurred by the Bank arising from acting on your Instructions or as a result of any act, omission or breach of any of the terms in the Agreement, save and except for loss caused directly by wilful default or gross negligence by the Bank. Your liabilities will survive the termination of the banker and customer relationship.
- 9.13 You undertake to comply with all the applicable Foreign Exchange Notices and regulations at all times for all transactions performed for your Account(s) and Services. The Bank may refuse to act on any Instruction if such Instructions are inconsistent with or will breach or contravene any applicable law, rule or other regulatory requirement. The Bank shall not be bound to act on any Instructions when there is insufficient funds in any of your Account(s) with the Bank or if any applicable facility limit is exceeded or when any conditions relevant to such drawing has not been fulfilled or fully complied with or if the Bank is prevented by law or any attachment or court order or restraint or has other lawful reason from complying with any of your Instructions or where such Instructions are vague, unclear or incomplete.
- 9.14 If there is any ambiguity or inconsistency or conflict in the Instructions (including, without limitation, inconsistent, overlapping and/or unclear Instructions), the Bank may choose not to act upon them unless and until the ambiguity or conflict has been resolved to the Bank's satisfaction or the Bank may choose to act only on the Instructions of all the authorised signatories notwithstanding that any relevant existing mandate or instructions require otherwise.
- 9.15 Notwithstanding the terms of any mandate or future mandate or other agreement or course of dealing between the Bank and you, the Bank is requested and authorised to rely and act on any Instruction, which it in good faith believes to have been given by you without inquiry on the Bank's part as to the authority or identity of the person giving or purporting to give make such Instructions. The Instructions received by the Bank and purporting to have been sent by you and/or any photocopy of same shall be conclusive evidence in any legal proceedings of the Instructions given by you. The transactions executed pursuant to such Instruction or other communication shall accordingly be binding on you.
- 9.16 In addition, the Bank shall be entitled, but not obliged, to perform a call back to your registered telephone number with the Bank to confirm any Instructions received by the Bank. If the Bank is unable to successful perform the call back, the Bank may elect not to act on the Instructions received. The Bank shall not be responsible for any loss, liability or expense arising out of so refraining to act. The Bank may at any time refrain from acting promptly upon any communication or instructions made/given or purportedly made/given by you in order to verify the authenticity thereof without incurring any responsibility for loss, liability or expense arising out of so refraining to act.

9.17 The Bank may record all telephone or mobile conversations and instructions and may use such recordings and transcripts as evidence in any dispute. You consent to the recording of all telephone or mobile conversations and accept the Bank's records as conclusive and binding for all purposes.

9.18 The Bank shall not be liable for any losses, damages, expenses, claims or liabilities suffered by you as a result of:

- a. the Bank acting upon any of your Instructions given to the Bank over the telephone or mobile application or e-mail in writing or by facsimile notwithstanding that it is subsequently shown that such communication or instruction was not given by you, except where the Bank has acted fraudulently or negligently;
- b. the Bank acting upon facsimile or telefaxed instructions so long as the signatures appearing on any such facsimile instructions appear on verification to be or purport to be in accordance with your specimen signature;
- c. any misunderstanding, error or loss resulting from communications or instructions made/ given by unauthorised persons or any error, loss or delay resulting from the use of the post, facsimile, telefax, computer, mobile application or telephone system;
- d. the Bank not acting on any e-mail communication or instructions which do not emanate from the specified e-mail address;
- e. any error, misunderstanding or lack of clarity in terms of any e-mail or telephone or mobile instructions or communication that the Bank has carried out or acted on (for the avoidance of doubt, this Clause does not in any way whatsoever obligate the Bank to act on any e-mail instructions or communication which relates to financial matters); and
- f. any malfunction of the facsimile or telefax machines, mobile application, computer or telephone systems and machines or any discrepancies or errors in the figures or instructions or messages, except where the malfunction or error are caused solely by the Bank's negligence.

10. Automatic Standing Instructions

10.1 The Bank may accept applications for standing instructions subject to the Agreement (the "Standing Instructions") to debit your specified Account(s). The Bank shall not be obliged pursuant to any Standing Instructions to pay in any currency other than the currency of the Account to be debited for such payments.

10.2 You undertake to ensure that (where applicable) sufficient funds are kept in your Account to meet all payments pursuant to any Standing Instructions. Where payment pursuant to the Standing Instructions cannot be made due to insufficient funds, the Bank shall not effect payment for the payment date concerned. You must make alternative arrangements to effect the missed payment. The Bank may terminate the Standing Instructions as to future payments at any time after being advised by the payee that no further payment is required.

10.3 The Bank will endeavour to effect and shall exercise all reasonable care in effecting the Standing Instructions. However, the Bank accepts no responsibility, and the Bank will not be liable for any loss or damage, errors, delays or default, refusal or omission of any kind to make all or any of the payments or any such Standing Instructions or because of insufficient funds in the Account or because the Account has been subjected to an order of court or by any law enforcement agency or any other reason. No notice will be sent if the Bank is unable to effect payment due to insufficient funds.

10.4 The Bank shall not be obliged to advise you of the payments effected under the Standing Instructions.

10.5 Standing Instructions for payments made via Demand Draft, Cashier's Order, Mail Transfer or Telegraphic Transfer are subject to the Bank's prevailing terms and conditions for remittance. The Standing Instructions are subject to any arrangement now subsisting or which may hereafter subsist between you and the Bank in relation to your Account or any banking accommodation accorded to you.

10.6 All Standing Instructions and authorisations in connection with the Standing Instructions including your acceptance of the Agreement shall be given in accordance with the existing authority given by you in relation to the operation of your specified Account.

10.7 The Bank shall have full discretion to conclusively determine the order of priority of payments of moneys pursuant to the Standing Instructions or any other order of cheques which you have given or may give to the Bank or draw on your Account(s).

10.8 You may issue or terminate the Standing Instructions in writing (or by any other means permitted by the Bank) to the Bank. Any instruction to stop periodic payment under the Standing Instructions shall be deemed as instruction to terminate the Standing Instructions. Reactivation of the Standing Instructions requires execution of a fresh Standing Instructions. Any instructions to vary or terminate or revoke the Standing Instructions shall be given by you at least fourteen (14) Business Days (or such other period as may be stipulated by the Bank) before next payment date

10.9 If you have insufficient funds on such day, the Bank shall not be responsible for any loss or damage suffered by you by reason of any inability or failure by the Bank to pay on the day or on subsequent days.

10.10 The Standing Instructions will remain effective for the protection of the Bank in respect of payments made in good faith, notwithstanding your death or bankruptcy or the revocation of the instruction in writing, until notice of your death or bankruptcy or of such revocation is received by the Bank.

10.11 In consideration of the acceptance of the Standing Instructions by the Bank, you undertake to indemnify the Bank against all losses costs damages expenses claims and demands which the Bank may incur or sustain by reason of the Bank carrying out any of the Standing Instructions.

10.12 The Standing Instructions are subject to charges levied by the Bank for each periodic payment effected by the Bank. Such charge is not refundable even if the instruction is not effected due to insufficient funds. You will also pay the incidental postage and stamp duty and inland exchange if applicable.

10.13 The Bank may terminate the Standing Instructions as to future payments at any time by notice in writing to you.

11. Consent to Disclosure of Information

11.1 Subject to your express instruction (if any) restricting disclosure, your personal data, account details and relationship with the Bank (“Information”) will be disclosed to persons or bodies to whom the Bank is legally required or permitted by law to disclose or is approved in writing by Bank Negara Malaysia to disclose or is now or hereafter permitted in writing by you to disclose.

11.2 Without limiting clause 11.1, you expressly consent to the disclosure of the Information to the parties and for the purposes set out in the table below:

	Parties to whom Information can be disclosed	Purposes/Circumstances for disclosure of Information
(a)	The Bank’s data processors and service providers, both within and outside Malaysia;	For the performance of services for the Bank
(b)	The Bank’s related corporations and associated companies, both in or outside Malaysia, their assignees and successors-in-title (“OCBC Group);	For cross-selling, service improvement and market research.
(c)	Regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia ;	For compliance with law and regulations
(d)	Third parties who intend to settle your indebtedness;	For settlement of your indebtedness
(e)	Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad and other governmental agencies set up to acquire loans or stand as guarantor for loans;	For sale or proposed sale of loans or to obtain guarantee for the loans
(f)	Third parties with or through whom any of the Account transactions or any Services are processed or carried out, including but not limited to Malaysian Electronic Clearing Corporation Sdn Bhd (MyClear), and Malaysian Electronic Payment System Sdn Bhd (MEPS) (currently Payments Network Malaysia Sdn Bhd (PayNet), any merchants;	For compliance of applicable procedures, or for resolution of or negotiation over any claims or disputes or for handling queries arising from or in connection with any Account transactions or Services

(g)	Lawyers, specialists in fraud, information technology and other professionals/consultants/ specialists who render professional or specialist services to the Bank in relation to any matter of law or any other matters requiring professional or specialist knowledge or advice;	For professional advice and consultation from professionals engaged by the Bank
(h)	Your authorised agents, executor, administrator or legal representative; and	For management of your affairs
(i)	The Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title.	For reorganization including disposal of the whole or any part of the Bank's business.

11.3 You irrevocably consent to and authorise the Bank to conduct credit checks and verify information given by you to the Bank, with any party (including without limitation with any credit bureau, organisation or corporation set up for the purposes of collecting and providing credit or other information). You irrevocably grant consent to the relevant credit reporting agency(ies) (as defined under the Credit Reporting Agencies Act, 2010) ("CRAs") with whom the Bank conducts credit checks to disclose your credit report / information to the Bank for the purpose of this Agreement and for the Bank's risk management and review. The Bank is hereby authorised but is under no obligation to convey your consent and the purpose of such disclosure to the relevant CRAs.

11.4 You:-

- a) consent to the Bank's disclosure of your personal data (limited to your name and contact details) to organisations within the OCBC Group (in Malaysia) which are in an arrangement or alliance with the Bank, for the purpose of direct marketing of these organisations' products and services. You may at any time withdraw your consent for direct marketing of such products or services by written request to the Bank; and
- b) acknowledges having read the Bank's Privacy Policy posted at the Bank's website which notified you (i) that the Bank may collect your personal data directly from you or from third party sources; (ii) of the purpose for which your personal data is collected; (iii) your right to access your personal data and correct it; (iv) of the class of third parties to whom the Bank may disclose your personal data; (v) of the choices and means for limiting the processing of your personal data; (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data; (vii) that you may update your personal data as soon as there are changes; and (viii) of the Bank's contact details if you wish to make inquiries or give feedback.

12. Statements and Confirmations

12.1 The Bank will furnish you with statements of account ("Statement of Account") at monthly intervals or such intervals as the Bank may prescribe. In instances determined by the Bank, the Bank may not provide any Statements of Account. Statement of Account may be on paper or in electronic form.

You agree to verify the correctness of all details contained in each Statement of Account and to notify the Bank in writing (or by any other means permitted by the Bank) within fourteen (14) days (or such other period as may be determined by the Bank) from the date of such Statement of Account of any discrepancies, omissions and/or errors therein. Upon expiry of this period, the details in the Statement of Account shall be conclusive against you except as to alleged errors so notified but subject always to the Bank's right to correct any errors contained therein at any time notwithstanding such acceptance by you.

If you dispute any entry of the relevant Account within the stipulated period and the Bank deems necessary, the Bank may make the necessary adjustments and rectifications of the relevant Account. In the case of telegraphic/mail/electronic transfer in foreign currency into Account, the Bank reserves the right to decide the rate of conversion of the foreign currency into Ringgit Malaysia.

All disputes or claims will be investigated and if found to be false, will be rejected. If payment had been made on the claim, it must be refunded to the Bank. All expenses incurred in the investigation and in recovering the payment will be borne by the maker of the false claim. Police report will be lodged against all false claims.

In addition, for savings or current Accounts, the Bank may also make available for viewing online a record of the transactions performed in respect of such Account during a specified period ("**Electronic Transaction History**"), subject to the Agreement, and provided always that such Electronic Transaction History is provided for convenience only and shall not serve as a Statement of Account. In the event of any inconsistency between any Electronic Transaction History and a Statement of Account, the Statement of Account shall prevail.

12.2 In the case of Products and/or Services, to the extent the Bank deems necessary, the Bank will issue Confirmations to you after the execution of each Instruction and (where applicable) such other statements of Contracts carried out and outstanding in relation to the Agreement from time to time at such intervals as the Bank may deem necessary.

You shall examine all entries in all Confirmations and (where applicable) statements of Contracts that the Bank may send to you, report promptly to the Bank any error(s) and/or omission(s) therein, return any Confirmation slip duly signed and notify the Bank should you not receive any Confirmations and (where applicable) statements of Contracts that should, in the ordinary course of events have been received by you .

You further agree that the Bank shall have the right to make adjustments at any time and/or from time to time to the Confirmations and (where applicable) statements of Contracts if there are any error(s) and/or omission(s) therein. You agree that if you do not object in writing to the contents in the Confirmations and (where applicable) statements of Contracts within the stipulated period stated on the Confirmations and (where applicable) statements of Contracts and in any case not later than seven (7) days from the date of the Confirmations and (where applicable) statements of Contracts, you shall be taken to have accepted the accuracy of the Confirmations and (where applicable) statements of Contracts and you shall be estopped from disputing the truth and accuracy of the Confirmations and (where applicable) statements of Contracts. All Confirmations shall be final, conclusive and be binding on you, in the absence of manifest error.

13. Electronic Statements

13.1 You agree that the availability of the electronic form of your respective Statement(s) on statement date (as determined by the Bank) shall be taken as the date of delivery of the monthly Statement(s) to you.

13.2 You agree that the Bank reserves the right to impose such fee(s) for the use of the Electronic Statement(s) Facility from time to time at the Bank's discretion with your prior consent.

13.3 You agree that the Bank has the absolute discretion to make Electronic Statement(s) Facility available to you. Further the Bank has the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the Electronic Statement(s) Facility and you understand that by using the Electronic Statement(s) Facility after any modification or change has been effected, you are taken to have agreed to such modification or change.

13.4 You agree that your use of the Electronic Statement(s) Facility is to be in such manner as may be prescribed by the Bank, with delivery whether through OCBC Online Banking, email or such other means of delivery as the Bank may determine at its sole discretion, and shall provide your e-mail address(es) of which you are the registered or authorised user or such other information requested by the Bank to ensure the Bank's delivery of the electronic form of your Statement(s).

13.5 You agree that it is your sole responsibility to update the Bank should there be any change of your information necessary for the delivery of the electronic form of the Statement(s), failing which the Bank can only and is entitled to assume that your existing information provided remain complete and accurate.

13.6 The Bank may terminate your use of the Electronic Statement(s) Facility.

13.7 The Bank will generate on statement date, an electronic form of the Statement and you agree to accept and view in a timely manner, the electronic form of the Statement(s). You agree that the Bank has the absolute discretion to continue to send you the paper form of your monthly Statement(s), notwithstanding your use of the Electronic Statement(s) Facility.

13.8 You agree that the Bank will be discharged from the Bank's obligation to deliver the electronic form of the Statement(s) to you, after they have been despatched electronically by the Bank. You further agree to bear the risk of non-receipt of such electronic Statement(s).

13.9 The Bank reserves its right to disallow or cancel your use of the Electronic Statement(s) Facility.

13.10 You may request for the Bank to change the mode of delivery of your monthly Statement(s) to hard copy statements. The Bank may but is not obliged to accept your request. If the Bank accepts your request, the Bank may impose such terms and conditions and impose such fees and charges.

- 13.11 The Bank shall prior to cancelling your use of the Electronic Statement(s) Facility, give notice of such cancellation through electronic or paper document, sent to you at your last known e-mail, SMS, mailing address or such other means of notice as the Bank may determine in its sole discretion.
- 13.12 You agree that the Bank shall not be liable if you are unable to gain access to the Electronic Statement(s) Facility, including access to the electronic form of your Statement(s). You understand that while the Electronic Statement(s) Facility is available to you once effected, 24 hours a day, some or all of the services thereon may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or other causes beyond the Bank's control.
- 13.13 You acknowledge that where the electronic form of your Statement(s) is sent to your e-mail address as set out in your records, the Statement(s) will be in the form of an attachment to the e-mail and you may gain access to such Statement(s) upon the correct input of any password, which the Bank will notify you through such means of notice as the Bank may determine in the Bank's sole discretion. You agree that you are responsible for keeping the password confidential and you will not reveal the password to any party and will take all necessary steps to prevent disclosure of the password to any party. In the event that the password is disclosed to or discovered by any party, you shall immediately change the password. You further agree that you will be solely responsible and liable for all losses and consequences arising from or in connection with any of your failure to comply with any of the foregoing.
- 13.14 You agree to examine and view the electronic form of the Statement(s) in a timely and prompt manner. If there is delay or failure in the delivery of the electronic form of the Statement(s), you agree to contact your Customer Service Executives at the contact numbers found at www.ocbc.com.my.
- 13.15 You acknowledge and agree that in the event you make a successful application for a new Product with Electronic Statement(s) Facility, the Bank may at its sole discretion determine and, you agree that the Bank may, deliver to your e-mail the statements for all your other accounts for which the Bank determines the Electronic Statement(s) Facility is applicable, including those for which you had previously requested only for access to your statement through OCBC Online Banking and/or such other means of delivery.
- 13.16 The monthly statements for your following accounts with the Bank will be consolidated in a "Monthly Wealth Report", (i) a hardcopy of which will be sent monthly to your registered mailing address on record with the Bank and/or (ii) a softcopy of which will be sent monthly to your registered e-mail address on record with the Bank or accessed by login into internet banking, provided that: (a) the mailing address for each of the accounts is the same, and (b) you have an existing Account:
- a. deposit accounts;
 - b. investment accounts ; and
 - c. loan accounts

The "Monthly Wealth Reports" will not contain any information in relation to investments, including but not limited to bonds and equities, where Custody Account(s) are not maintained with the Bank.

- 13.17 Where you open a new Account and provides a different mailing address for the New Account, only notifications, advices and standalone statements (if any) related to the new Account will be sent to the different mailing address provided. The hardcopy of the "Monthly Wealth Report" will continue to be sent monthly to your registered mailing address on record with the Bank.
- 13.18 Where you request for a change in mailing address:
- a. (except where such a request is submitted through an ATM or self-service kiosk) the new mailing address will be updated as your registered mailing address on record with the Bank and will also be updated for all of your Accounts ; or
 - b. where an address update is submitted through an ATM or self-service kiosk, this new address will not be updated as your registered mailing address with the Bank. The "Monthly Wealth Report" will continue to be sent to your registered mailing address on record for the Bank.

14. Notices / Communications

- 14.1 You shall notify the Bank in writing (or, in such other mode(s) and/or method(s) agreed by the Bank from time to time) of any change in your particulars.

- 14.2 Without prejudice to Clause 14.1, all notices or other communications to the Bank under or in connection with this Agreement shall be given in writing (by post or facsimile) and sent to the branch where the Account is maintained or in such other manner as may be notified by the Bank to you from time to time. Notices and communications are deemed to be given by you to the Bank when the notification or communication is sent to and received by the Bank.
- 14.3 Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under the Agreement (including but not limited to any writ of summons or other originating process relating to or by which any legal proceedings against you are commenced by the Bank) (the "Correspondence") shall be served on you :
- a. by sending (by post or courier) to you at your last address registered with the Bank;
 - b. by telex or facsimile addressed in any such manner as aforesaid to your telex or facsimile address last registered with the Bank; or
 - c. by notification in the mass media, posting the notice in the Bank's branches, inserting the notice into the statement of account, electronic transmission (including via e-mails, mobile phones, other devices or the internet) or by posting at the Bank's website or at the ATM or other terminals of the Bank; or
 - d. through other means of communication (including without limitation, our website, branch notices and other electronic media) as the Bank may determine in its sole discretion.
- 14.4 The Correspondence shall be taken as delivered: (a) on the day it was delivered personally or transmitted by telex or facsimile; (b) if sent by post or courier, on the day following posting; or (c) on the day of publication or broadcast.
- 14.5 In the case of Joint Accounts, Products invested or subscribed jointly with one or more other persons, any notice served in accordance herewith on one of you shall be taken as validly served on all of you.
- 14.6 The Bank shall not in any circumstances, be responsible or liable to you for events that occur after any Correspondence is sent or during delivery, transmission or despatch, including without limitation, delay, interception or loss of Correspondence or disclosure to third party when the Correspondence is in transit.
- 14.7 The Bank may communicate with you via e-mail at your request. You acknowledge that e-mail is not a secure means of communication. Third parties including but not limited to service and network providers may be able to gain access to communication transmitted from or to you via e-mail. Neither the Bank nor its officers or employees will be liable to you for any loss or damage suffered by you, directly or indirectly, as a result of the disclosure of any information transmitted via e-mail to or from you or the non-receipt of any such communication by the Bank or you, as the case may be, for any reason whatsoever, including but not limited to breakdown, malfunction of computer, terminal or communication lines or link or equipment whether or not belonging to the Bank.
- 14.8 You further agree and accept that service of any documents (including writ of summons or other originating process) in accordance with this clause, shall be deemed to be good and valid service on you. In addition to these methods of service referenced herein, the Bank may serve any documents on you in any other method permitted by law.

15. Costs, Fees and Charges

- 15.1 The Bank may (i) debit the Account(s) with the full amount of or (ii) demand that you pay to the Bank in such manner as the Bank may impose and stipulate from time to time (as the case may be) any charges, commissions, stamp duty, fees or any other costs and expenses, interest, withholding or other taxes and penalties (including without limitation legal fees on a full indemnity basis and stamp fees) payable by you to the Bank in respect of :
- a. any Products and/or Services;
 - b. any liability of any nature arising in respect of the Account(s) or otherwise;
 - c. any overdrawn sums on the Account(s);
 - d. the performance, protection, preservation or enforcement of the Bank's rights under the Agreement; or
 - e. any goods and services tax or other taxes or levies now or hereafter imposed by law, both within or outside Malaysia or required to be paid in respect of any monies payable to or received or receivable by the Bank or any expenses incurred by the Bank.

- 15.2 The fees and charges are available from the Bank's branches, website or any other delivery channel of the Bank. The Bank may vary such fees and charges with prior notice. You may continue to operate the Account(s) or make use of the Services only if you agree with such revised rate of charges or fees without reservation.
- 15.3 A charge at the amount stated in the Bank's fees and charges guide will be levied if you fail to maintain the minimum balance required for the Account(s) or if the Account(s) remain inactive for such duration as the Bank may prescribe from time to time. Charges at the amount stated in the Bank's fees and charges guide may also be levied if you close any Account(s) within such time period as the Bank may prescribe from time to time.
- 15.4 In the case of Unit Trust Investment Services, you acknowledge that Fund Management Companies and Funds would pay monies (by way of commissions, discounts, fees or otherwise) to the Bank in connection with or in relation to the issue of Units to or for you or other dealings in respect of or relating to the Funds or Units. You agree that the Bank may retain such commission, discounts, fees or otherwise received by the Bank for its benefit and without any obligation to account to you.

16. Payments

- 16.1 You agree to pay to the Bank on demand all monies and charges together with interest on such monies from the date on which such monies become due to the date of payment in the currency in which they are due in immediately available and freely transferable funds and at such rate which the Bank shall determine from time to time.
- 16.2 All such monies and charges shall be payable by you in immediately available and freely transferable funds in full without any set-off or counterclaim or any restriction or condition, and free and clear of and without deduction for present or future taxes (including without limitation stamp duty or other taxes), levies, charges or withholdings, and all liabilities with respect thereto. If any deduction or withholding is required for or on account of any Taxes, you shall pay such additional amount as is necessary to ensure that the Bank receive the full amount which the bank would otherwise have received had no such deduction or withholding been required. You shall further pay the full amount of such deduction to the relevant taxation authority in accordance with any applicable law.
- 16.3 If the Bank is obliged by law to deduct or withhold any sum from any payment to you, you authorise the Bank to effect such withholding and to pay the net sum over to you or to place such sum in the Account(s).
- 16.4 All monies and charges payable by you are exclusive of any goods and services tax (whether imposed in Malaysia or other jurisdiction) which shall where applicable be paid by you in addition to any sums otherwise payable, at the rate in force at the due date for payment.
- 16.5 You shall pay in full to the appropriate taxing authority all taxes, levies or charges imposed by law in any jurisdiction or the Bank with regard to the facilities and promptly deliver to the Bank the original or certified copy of each receipt evidencing such payment.
- 16.6 You shall complete such forms and documentation as may be required from time to time by the Bank for the purpose of conferring upon the Bank the benefit of any applicable tax treaties or provisions under any applicable law or for any other purposes in connection therewith.
- 16.7 Where applicable, the Bank may, at such reasonable rate the Bank may determine, convert any payment received for the Account(s) in a currency different from that of such Account into the currency of that Account and you shall bear the cost of such conversion.

17. Default in Repayment

- 17.1 In the event that you fail to make any payment under the Agreement, you will be liable to pay the Bank, in addition to the amount which is overdue, default interest at such rate as may be specified by the Bank from time to time on all sums overdue from the date payment was due until the date of actual payment, and the prevailing standard late payment charge.
- 17.2 At the sole discretion of the Bank, such interest on overdue amounts shall be capitalised at the end of the month and shall accordingly be subject to the payment of interest on such capitalised amount. All interest shall be calculated on daily balances on a 365-day or 360-day basis, depending on the currency involved or on such basis

as may be determined by the Bank in its sole discretion. You agree that the interest rate may be varied by the Bank from time to time and that such interest shall be payable both before as well as after judgment.

- 17.3 The Bank may (where applicable) forthwith and with notice to you , and without prejudice to its rights, realise any funds or securities deposited with the Bank for your account and apply the proceeds therefrom, after deducting realisation expenses, in or towards the payment and discharge of any amount due to the Bank . If there is any shortfall between such proceeds and the amount due, you shall remain liable for any such shortfall, including interest thereon at such rate as the Bank may prescribe from time to time.
- 17.4 Any certificates issued to you by the Bank and signed by any officer of the Bank certifying the amounts which are overdue shall, in the absence of manifest error, be conclusive evidence for all purposes as to the amounts due and owing to the Bank by you and shall be binding on you .

18. Liability of the Bank

- 18.1 Neither the Bank nor any of its employees, nominees or agents shall be liable as a result of acting or failing to act except in the case of the Bank's gross negligence or wilful default.
- 18.2 Without limiting the generality of the foregoing, the Bank shall not be responsible or liable for any expense, loss, damage, liability or other consequences suffered or incurred by you :
- a. for acting or omitting to act in good faith on your Instructions;
 - b. if for any reason beyond the Bank's control (including, without limitation, the unavailability of the funds credited to any account due to restrictions on convertibility or transferability, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, acts of war or civil strife, or other similar causes beyond its control), the operation of any Account(s), Product(s) and/or Service(s) is restricted or otherwise affected;
 - c. in connection with any arrangements between the Bank with its business partners to provide incentives and benefits to the Bank's customers;
 - d. the non-receipt of your funds by the Bank ;
 - e. for any loss or damage caused by any delay or failure in any transmission or communication facilities;
 - f. for any loss or damage caused by any third party's failure, delay, mistake, refusal, errors, defaults of any kind, neglect or omission in the transmission of any instructions or the making of any payment under the same;
 - g. if the funds credited or debited from the Account(s) diminish in value due to taxes, depreciation or becomes unavailable due to restrictions (howsoever arising) on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, war, strikes or other causes beyond the Bank's reasonable control;
 - h. arising from or relating to lost cheques;
 - i. arising from the Bank's inability to detect or inadequate authenticity of your signature;
 - j. arising from your negligence, default or misconduct; or
 - k. for the bankruptcy or insolvency of any agent, nominee, correspondent or counterparty used by the Bank.
- 18.3 The Bank shall not be liable for any loss, damage or expense suffered or incurred by you (whether as a result of forgery of the signatory's signature, material alteration of withdrawal requests or other reasons of any kind whatsoever) through no fault of the Bank. The Bank shall not be liable for paying on altered and/or forged cheques where the alterations and/or forgery were made possible by use of erasable ink, pens or typewriters or any other equipment with built-in erasure features or by the use of cheque writers or franking machines where the alterations and/or forgery cannot be easily detected or where the alteration and/or forgery is due to your negligence. Where applicable, if the Bank has debited your Account(s) in reliance on a withdrawal or payment request on which your signature was forged, the Bank shall not be liable to reverse the debit or pay or compensate you in respect of the amount so debited.

18.4 Bank shall not be liable to you for acting upon any instructions communicated or purportedly communicated by you to the Bank over the telephone or mobile or in writing and signed or purportedly signed by you or given or transmitted or purportedly given or transmitted by facsimile, notwithstanding that it is subsequently shown that such instruction was not given by you.

18.5 In the case of Deposit Accounts and in addition to the foregoing, you understand and agree:

- a. the inherent exchange risk in Foreign Currency deposits. In particular, a decline in the Foreign Currency's exchange rate relative to your currency of choice will reduce (or even eliminate) your return or earnings on the Foreign Currency deposits;
- b. any funds credited or debited from the Account(s) may diminish in value due to taxes, depreciation or become unavailable due to restrictions (howsoever arising) on convertibility, transferability, requisition, government acts, order, decrees and regulations, involuntary transfers, distraints of any character, exercise of governmental or military or usurped powers, war, strikes, acts of civil strife, monetary union or exchange similar causes beyond the Bank's reasonable control, and the Bank will have no responsibility or liability thereon;
- c. any currency in which the Bank's payment obligations are denominated may become unavailable due to restrictions (howsoever arising) on convertibility, transferability, requisition, government acts, order, decrees and regulations, involuntary transfers, distraints of any character, exercise of governmental or military or usurped powers, war, strikes, acts of civil strife, monetary union or exchange similar causes beyond the Bank's reasonable control, and the Bank shall be entitled to fulfil its payment obligations in such other currency or currencies at such rates of exchange as the Bank may at its discretion determine.

18.6 In the case of Unit Trust Investment Services and in addition to the foregoing :

The Bank shall not be liable for any loss or damage suffered by you by reason of or due to (a) any act, omission or delay on the part of the nominee or agent or sub-agent of the Bank or the Custodian, save and except where such loss or damage is caused solely by the wilful default or gross negligence of the Bank or the Custodian or such nominee or agent or sub-agent of the Bank/Custodian; and (b) any act, omission, delay or improper or wrongful execution on the part of the nominee or agent or sub-agent of any Fund Management Company or trustee or their registrar or depository or depository agent or clearing system or any other person to negotiate or initiate, carry out or execute your instructions under this Agreement or under or pursuant to any application made by you to the Bank (to buy, switch or sell any Fund or Unit or other transaction).

18.7 The Bank shall have no liability to you for any indirect, incidental or inconsequential loss or damages (including loss of profit, business or goodwill) even if advised of the possibility of such loss or damages.

18.8 The Bank shall not be liable for any failure to perform any obligation under these terms and conditions if such performance would result in it being in breach of any law, regulation or other requirement of any governmental or other authority, as it shall determine.

19. Force Majeure

19.1 The Bank shall not be responsible or liable to you or any third party for:

- a. any delays or failure in performance, whether foreseeable or not; or
- b. any losses, expenses or damages howsoever arising, whether foreseeable or not; and/or
- c. any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if funds credited or debited from the Account becomes inaccessible or diminish in value

caused wholly or in part by any circumstances or causes whatsoever which are not within the reasonable control of the Bank.

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

- 19.3 Without prejudice to the generality of sub-clause 19.1 above, the following shall be regarded as circumstances and/or causes beyond the Bank's reasonable control:
- a. flood, lightning, acts of God, fire, earthquakes and other natural disasters;
 - b. strikes, labour disturbances, lockouts, material shortages, riots, acts of war ;
 - c. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority or any governmental regulations imposed after the fact;
 - d. import or export regulations or embargoes;
 - e. power failure;
 - f. acts or defaults of any telecommunications network operator;
 - g. circumstances where communications lines for the Bank's computer systems (whether in Malaysia or elsewhere) cannot be used for reasons not attributable to the Bank (including without limitation those attributable to third party telecommunications carriers).
- 19.4 The obligations of the Bank, so far as affected by circumstance or causes beyond the Bank's reasonable control, shall be suspended during the continuance of any delay or failure in performance so caused and such delay or failure shall not be a breach of the Agreement.

20. Indemnity

- 20.1 You shall indemnify the Bank, its officers, employees, nominees and agents promptly on a full indemnity basis from and against all claims, demands, actions, suits, proceedings, orders, losses (direct or consequential), damages, costs, fees, penalties and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which the Bank may sustain or incur (i) as a result of your failure or inability to perform any of your obligations under the Agreement and/or (ii) directly or indirectly in connection with the execution, performance or enforcement of the Agreement or any other agreement including without limitation:
- a. the operation of any Account(s);
 - b. the provision of any Service and/or Product to you by the Bank ;
 - c. the unwinding of any transactions by reason of the Bank not receiving funds from you in accordance with the terms agreed with the Bank;
 - d. (where applicable) the placement of a Negotiable Instruments of Deposit by you and sources of funds for such placement;
 - e. (where applicable) the investment and/or acquisition by you and sources of funds for such investment and/or acquisition;
 - f. by reason of the introduction or change in any applicable law, regulation or directive of any government or agency of any state, the Bank's cost of maintaining or providing the Services or any funding hereunder is increased or any interest, payment or return is reduced, foregone or otherwise suffered by the Bank;
 - g. by reason of the Bank as collecting bank relying upon or guaranteeing any endorsement or discharge on a cheque, bill, note, draft or other instruments presented by you for collection, and in all cases, such reliance or guarantee by the Bank shall be taken to have been exercised at your express request;
 - h. the dealing of Units or the custody of Units or any orders, requests, instructions or transactions made or purported to be made by you or any use or purported use by you of the Unit Trust Investment Services;
 - i. the Bank taking, relying and acting upon or omitting to act on any Instructions given or purported to be given by you or by any person(s) purporting to be your attorney or any other third party, regardless of the circumstances prevailing at the time of such Instructions or the nature of the transaction;

- j. your failure to pay or repay to the Bank on demand any sum due to the Bank (including all interest accrued thereon);
- k. your breach of any one or more provisions of the Agreement;
- l. the protection and enforcement by the Bank of its rights (including rights of sale, set-off, recovering payment or enforcement proceedings) under or in connection with the Agreement and/or the Product(s), Service(s) and/or Account(s);
- m. in the case of in-trust-for accounts, any dispute amongst the beneficiary(ies), between any of the beneficiary(ies) and any of the personal representatives;
- n. any claims, demands, actions, legal proceedings made, issued or commenced against the Bank (i) which you are not fully successful or (ii) by a third party who is in dispute (whether related to any Account or Services by the Bank) with you;
- o. the Bank using any system or means of communication or transmission in carrying out your instructions which results in the loss, delay, distortion or duplication of such instructions; and
- p. any lost, stolen or mislaid cheque book, cheque, passbook, Card, Fixed Deposit advice, personal identification number(s) or advice, or other identification code(s) in relation to the Account(s) and any re-issuance or replacement of the same by the Bank.

This indemnity shall not be discharged or cancelled under any circumstances whatsoever and shall continue as an independent covenant without merger into any judgement that the Bank may obtain against you. The certificate or confirmation issued by the Bank as to any losses, expenses, claims or damages payable to it pursuant to this Clause shall, save for any manifest error, be final and conclusive and binding upon you.

21. Currency Indemnity

- 21.1 If any sum due from you or any order or judgment given or made in relation to or in connection with the Agreement has to be converted from the currency in which is payable by you (the "currency of account") into another currency (the "other currency") for the purpose of making or filing a claim or proof against you, obtaining an order or judgment in any court or other tribunal or enforcing any order or judgment given or made in relation to or in connection with the Agreement, you shall, as a separate independent debt, indemnify and hold harmless the Bank from and against any loss suffered as a result of any difference between the rate of exchange used to convert the sum in question from the currency of account into the other currency and the rate or rates of exchange at which the Bank may in the ordinary course of business purchase the currency of account with the other currency upon receipt of a sum paid in satisfaction, in whole or in part, of any such order, judgment, claim or proof.
- 21.2 The receipt or recovery by the Bank of any amount in respect of your obligation in the Contract Currency shall constitute a discharge only to the extent that the Bank is able, in accordance with the Bank's usual practice, to purchase the Contract Currency with the currency so received. You shall indemnify and keep the Bank indemnified in respect of any shortfall arising therefrom, which shall constitute a separate and independent obligation under the Agreement.

22. Bank's Repayment Obligation

- 22.1 Where any currency in which the Bank's payment obligations are denominated becomes unavailable due to restrictions on convertibility, transferability, requisitions, government acts, orders, decrees and regulations, involuntary transfers, distraint of any character, exercise of military or usurped powers, acts of war or civil strife, monetary union or exchange or similar causes beyond the Bank's reasonable control, the Bank shall be deemed to have satisfied such payment obligation by making payment in such other currency as the Bank deems fit.

23. Combining of Accounts, Set-off, Security Rights

- 23.1 In addition to any general lien or similar right to which the Bank may be entitled whether by operation of law, contract or otherwise and without prejudice to any of the Bank's other rights and remedies, the Bank will unconditionally and at all times have a continuing right at any time and from time to time to combine, consolidate or merge, with seven (7) calendar days' prior notice to you, all, some or any of your then existing accounts with the Bank whether opened pursuant to the Agreement or otherwise, in your name alone or which you hold jointly

with others or to which you are beneficially entitled, and set-off or transfer any sum standing to the credit of any one or more such accounts with the Bank or OCBC Group or any sum, liability or obligation due by the Bank to you (whether matured or not) in or towards satisfaction of any of your Liabilities to the Bank, howsoever arising, whether such Liabilities be of the same currency as the accounts or not and whether such Liabilities be present, future, actual, matured, contingent, primary, collateral or joint. If there is any shortfall after such set-off, you shall remain liable for any such shortfall, including interest thereon at such rate as the Bank may prescribe from time to time. If any Liability is unascertained, the Bank may in good faith estimate that Liability and set-off in respect of that estimate.

- 23.2 In the case of Joint Account(s), the Bank may set-off the Liabilities of any Joint Account holder to the Bank, whether such Liabilities be of the same currency as the accounts or not and whether such Liabilities be present, future, actual, matured, contingent, primary, collateral or joint and whether as borrower, surety or otherwise against the credit balance in the Joint Account(s). Where the said sums have been incurred by only one or some but not all of the Joint Account holders, the Bank's rights shall also extend to credit balances to which all the Joint Account holders are singly or jointly entitled.
- 23.3 Without prejudice to Clauses 23.1 and 23.2 above, all amounts standing to the credit of the Account(s) shall be taken to be forthwith set-off in or towards satisfaction of your Liabilities (whether in whole or in part) in any of the following events:
- a. your failure to repay on demand any sum due to the Bank;
 - b. your deposit(s) is threatened by insolvency proceedings or by third party claims;
 - c. your death, incapacity, winding-up, bankruptcy or receivership;
 - d. the Bank's receipt of a garnishee order relating to the Account(s); or
 - e. you breached any one or more of the provisions of the Agreement.
- 23.4 For the avoidance of doubt, any credit balance in your Account(s) including Accounts with OCBC Group may also be applied in satisfaction of any sum then due and payable in respect of your Liabilities. The Bank is authorised to purchase with such monies any other currencies to effect such application using the rate of exchange at the date of set-off.
- 23.5 The Bank shall have the right and is hereby irrevocably authorised as your agent to take such measures (including sale) as the Bank at its sole discretion deems necessary to dispose or otherwise realise all properties from time to time in the Bank's possession or control and at the rate or rates determined by the Bank whether the same be held for safe custody, margin or otherwise, and whether pursuant to the Agreement or otherwise, in or towards satisfaction of any of your Liabilities. In the event that the sale proceeds is insufficient, you shall accordingly be liable to pay the Bank the shortfall.

24. Security for Repayment

- 24.1 When the Bank accepts or incurs liability (whether actual or contingent, primary or collateral, several or joint) for or at your request, any funds, monies, securities or other valuables deposited with the Bank belonging to you shall automatically become security to the Bank; and the Bank shall have a banker's lien on all such funds, monies, securities or other valuables or any part thereof and may dishonour any cheque drawn by you until the liability is discharged.

25. Representations and Warranties

- 25.1 Your relationship with the Bank, the provision of the Services, the operation of all Accounts and the implementation of all Instructions shall be subject at all times to all Applicable Laws and Regulations.
- 25.2 By signing on the Agreement, you represent and warrant that (which representations and warranties are taken as repeated each time an Instruction is issued):
- a. you have the power and capacity to enter into, execute, deliver and perform your obligations under the Agreement (including, where applicable, each Contract) and such obligations are valid and binding on you and are enforceable in accordance with their respective terms;

- b. The entry into, execution and delivery of the Agreement (including, where applicable, each Contract) or sources of funds used for such entry does not (i) require any consent or approval of any person which has not already been obtained; (ii) violate any applicable law or regulation or any order, injunction, decree, award or condition of any government, public body, judicial, administrative or organisation presently having jurisdiction over you , or (iii) result in the breach of or would constitute a default under any agreement to which you are a party or a surety, in particular under any agreement relating to any loan, mortgage, bond, deed, guarantee or flawed asset arrangement;
- c. All information supplied by you in connection with the Agreement (including, where applicable, each Contract), financial or otherwise, is true, complete and accurate in all material respects and shall remain true, complete and accurate;
- d. No Event of Default has occurred or which, with the passage of time or the giving of notice, or both, has occurred or is continuing or would occur in consequence of your entering into the Agreement (including, where applicable, each Contract);
- e. You will comply at all times with all Applicable Laws and Regulations including (without limitation) policies, directives, circulars, guidelines or Notices on Foreign Exchange Administration Rules issued by Bank Negara Malaysia , Securities Commission Malaysia , Bursa Malaysia and Monetary Authority of Singapore, and all other applicable laws or regulations of Malaysia and other jurisdictions that require you to disclose your shareholdings or investments to any authority or Exchange. The Bank may take or refrain from taking any action whatsoever, and you shall do all things required by the Bank, in order to procure or ensure compliance with all Applicable Laws and Regulations;

25.3 Notwithstanding anything in this Clause 25, the Bank shall have no responsibility for your compliance with any Applicable Laws, Regulations, directives and guidelines (whether local or otherwise), the regulations, rules, by-laws and practices of any relevant Exchange, market, clearing house or depository governing or affecting your conduct or for your compliance with any Applicable Laws, Regulations, directives and guidelines (whether local or otherwise), the regulations, rules, byelaws and practices of any relevant Exchange, market, clearing house or depository governing or affecting any of your transactions (including OTC Transactions) with the Bank.

25.4 You represent and warrant to the Bank that the investment or subscription for any Products , (and sources of funds used for such investment and/or subscription) are lawful under all laws, regulations and regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations) binding upon or applicable to you , and that you will take all necessary actions to ensure that any investment or subscription in any Products will not contravene any law, regulation or regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations) binding upon or applicable to you.

26. Undertakings and Affirmative Covenants

25.5 You undertake:

- a. to ratify and confirm all acts done or caused to be done on your behalf by virtue of the Agreement and each Contract;
- b. if required by the Bank from time to time, to execute, sign, seal and deliver such additional documentation, agreements or deeds in furtherance of the purpose and transactions contemplated by the Agreement and to procure the execution of the same by any third party;
- c. to obtain the necessary approvals and authorisations and do the necessary filings in order to validly perform your obligations under the Agreement and each Contract; and
- d. to forthwith notify the Bank of the occurrence of any Event of Default, the occurrence of which, or with the passage of time, or by the giving of notice, would constitute an Event of Default.

27. Alteration, Modification and Variation

27.1 Without limiting any of the Bank's rights, the Bank shall be entitled to amend, add to, vary the terms, fees and charges and/or introduce new terms, fees and charges in the Agreement from time to time by giving twenty one

(21) days or such other number of days prior notice to you. Such amendment(s), addition(s) and/or variation(s) shall take effect from the date stated in the notice. If you do not accept any such amendments, additions and/or variations, you shall forthwith discontinue making use of the relevant Services and/or operating the Account(s), and instruct the Bank to discontinue the use of Services and/or close the Account(s).

27.2 If you continue to make use of the Services (including and not limited to holding, transacting in and/or subscribing for Products after such notification) in the Agreement and/or operate the Account(s), you shall be taken to have agreed to all the amendments, additions and/or variations of terms applicable without reservation or modification.

27.3 The Bank may notify you of any changes to the Agreement by any means below:

- a. publishing such changes in the statements to be sent to you ;
- b. displaying such changes at the Bank's branches or automated teller machines;
- c. posting such changes on the Bank's website;
- d. electronic mail or letter;
- e. publishing such changes in any newspapers; or
- f. such other means of communication as the Bank may determine in its absolute discretion.

28 Assignment

28.1 The Agreement shall be binding on you and your estate, personal representatives and successors in title and on the Bank, its successors-in-title and assigns. The Agreement shall also continue to be binding on you notwithstanding any change in the name or constitution of the Bank, or the consolidation or amalgamation of the Bank into or with any other entity (in which case the terms shall be binding on the successor entity).

28.1 You may not (i) assign any of your rights and interest to the Accounts, Products or Services without the express written consent of the Bank.

28.2 The Bank may assign any or all of its rights hereunder to any person the Bank deems fit, or change the office through which any Contract is booked, or through which it makes or receives payments or deliveries for the purpose of any Contract.

29 Application of other Terms

29.1 Where Services or Products are made available to you by the Bank on separate terms, those terms shall be read in conjunction with these General Terms applicable to all Products and Services. In the event of any conflict or inconsistency between these General Terms applicable to all Products and Services and the specific terms applicable to the relevant Services or Products, the specific terms applicable to the relevant Services or Products shall prevail.

29.2 In the case of Negotiable Instruments of Deposits, in the event of any conflict between

- a. the General Terms applicable to all Products and Services and the Terms and Conditions governing Negotiable Instruments of Deposits, the Terms and Conditions governing Negotiable Instruments of Deposits shall prevail; and
- b. in relation to each Negotiable Instruments of Deposit, in the event of any conflict between the provisions herein , the Terms and Conditions governing Negotiable Instruments of Deposits, its Term Sheet and the Confirmation, the provisions of the Confirmation shall prevail.

29.3 In the case of Structured Investments, in the event of any conflict between:

- a. the General Terms applicable to all Products and Services and the Terms and Conditions governing Structured Investments, the Terms and Conditions governing Structured Investments shall prevail; and

- b. in relation to each Structured Investment, in the event of any conflict between the provisions herein, the Terms and Conditions governing Structured Investments, its Term Sheet and Confirmation, the provisions of the Confirmation shall prevail.

30. Anti- Money Laundering

- 30.1 You agree to provide any information as is necessary to verify your identity and do all things necessary to enable the Bank to comply with applicable anti-money laundering and “know-your client” laws and regulations. You agree that the Bank shall be held harmless against any loss arising as a result of any delay or failure to process any application or transaction if such information and documentation as has been requested by the Bank has not been provided by you.

31. FATCA and CRS Policies

- 31.1 OCBC Group’s Foreign Account Tax Compliance Act (FATCA) Policy (the “FATCA Policy”) and OCBC Group’s Common Reporting Standard (CRS) Policy (the “CRS Policy”) form part of the terms and conditions governing your relationship with the Bank established under the Agreement. The FATCA Policy and the CRS Policy shall be binding on you and you agree to comply with and adhere to the FATCA Policy and the CRS Policy, which are accessible at www.ocbc.com/policies or available on request. The Agreement is subject to the FATCA Policy and the CRS Policy. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and/or the CRS Policy and the Agreement, the contents of the FATCA Policy and/or the CRS Policy (as applicable) shall prevail.

32. Warranty on Source of Deposits and FATCA and CRS

- 32.1 The Account and Services shall not be used as channels for money laundering and terrorism financing and you shall immediately notify the Bank if you suspect that the funds credited into the Account are from unlawful activities. You shall at all times comply with all laws and regulations (including the foreign exchange administration laws and regulations, the Anti-Money Laundering, AntiTerrorism Financing and Proceeds of Unlawful Activities Act 2001 and tax laws) of the jurisdiction, binding upon or applicable to you.
- 32.2 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, and Standard for automatic Exchange of Financial Account Information in Tax Matters developed by the Organisation for Economic Co-operation and Development (“CRS”), (collectively, “Tax Laws”) (collectively, “Tax Laws”) you:
- a. shall promptly make and procure the relevant person (“Relevant Person”) to make such declaration, provide all documents and information to the Bank, and notify the Bank of any changes thereto;
 - b. confirm that you have procured the consent of a Relevant Person for disclosure by the Bank of the Relevant 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 FATCA and CRS; and
 - c. agree that the Bank may at its sole discretion directly require (without involving you) any Relevant Person to (i) provide or confirm the Relevant Person’s information; and (ii) agree to any disclosure and / or waive any applicable restriction on disclosure.

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

For FATCA, a Relevant Person refers to a "Consenting Person", which means any person including you, Substantial Owners, your Controlling Persons, any persons who is beneficially interested or financially interested in payments from the Bank. A "Substantial Owner" means (a) 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), (b) 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 (c) 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.

For CRS, a Relevant Person refers to you and/or a “Controlling Person”, which means any natural person who exercises control over a legal person or a legal arrangement, such as a corporation, partnership, trust or foundation.

For a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust. For a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Person" must be interpreted in a manner consistent with the Financial Action Task Force Recommendations. Where no natural person(s) is/are identified as exercising control of the entity through ownership interests, the controlling person of the entity is deemed to be the natural person who holds the position of senior managing official.

33. Waiver

- 33.1 No failure or delay by the Bank or any of its employees in exercising or enforcing any right, power, privilege or option shall operate as a waiver thereof or limit, prejudice or impair any other right, power, privilege or option of the Bank to take any action or to exercise any right, power, privilege or option as against you or render the Bank responsible for any loss or damage arising therefrom. No single or partial exercise of any right, power, privilege or option of the Bank shall preclude any other or further exercise hereof or the exercise of any other right, power, privilege or option of the Bank. The rights and remedies of the Bank are cumulative and not exhaustive of any rights or remedies which the Bank may have.
- 33.2 The Bank's acceptance of late payments or partial payments or cheques or money orders marked as constituting payment in full shall not operate as a waiver of any or all of the Bank's rights created hereunder and shall not prevent the Bank from enforcing or continuing to enforce any of its rights under this Agreement to collect the amounts due nor shall acceptance operate as consent to the modification of this Agreement to any respect.

34. Severability

- 34.1 Each of the provisions in the Agreement is severable and distinct from the others and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 34.2 In the event of any conflict or inconsistency, either now or in the future, between any one or more of the provisions in the Agreement and any applicable statute, rule, regulation, practice, constitution, custom, usage, ruling or interpretation, the affected provision(s) of the Agreement shall be deemed modified or superseded as the case may be and all other provisions of the Agreement and the provision(s) so modified shall in all respects continue in full force and effect, and shall not in any way be affected or impaired thereby.

35. Termination

- 35.1 Notwithstanding any other provision of the Agreement, (other than in relation to Unit Trust Investment Services) the Bank may terminate the provision of any or all Services to you , any or all Contracts and/or any or all contractual relationships with you at any time with prior notice to you upon (i) the occurrence of an Event of Default; or (ii) if the Bank is prevented from or hindered or delayed by reason of any action of any state or government agency or under any Applicable Laws and Regulations which make it illegal or unlawful or impossible for the Bank to perform its obligations or any Contract; and (iii) in all other cases, fourteen (14) Business Days after the issue of a notice of termination to you.
- 35.2 Termination under the Agreement or any part thereof shall not discharge or affect the Liabilities accrued prior to the date of such termination and shall be without prejudice to any Contract outstanding as at the date of termination. The Bank's authority or the authority of any of its nominees or agents to arrange for settlement or closing of any outstanding Contract shall not be affected thereby.
- 35.3 In relation to Unit Trust Investment Services:
- a. The Bank may terminate the Unit Trust Investment Services by giving the other party one (1) month's notice in writing. Either party may terminate any investment in Units by you by giving the other party one (1) month's notice in writing. Upon termination, you shall arrange for the transfer of existing Units from the Custodian to you or others by use of Unit Trust Investment Services before termination date. If you fail to complete such arrangements, the Bank (at your cost) may transfer or redeem the Units held in such manner as the Bank may think fit and the Bank is irrevocably authorised to give necessary instructions to third parties on your behalf to execute documents and to do all such other things as the Bank shall deem fit in its sole and absolute discretion, without any liability for any costs, expenses, losses or damages of whatsoever nature incurred or suffered by you and pay the realisation proceeds to you . If for any reason the Manager or Fund instructs the Custodian or the Bank to divest, transfer or otherwise dispose of any Units or any Fund

investments in accordance with the terms and conditions governing the operation of such Fund the Bank will seek your instructions on such matters and if no instructions are received within the time specified by the Bank then the Bank will (and is irrevocably authorised by you) procure the Custodian to redeem or transfer the relevant Units or Fund investments. In the case where Units are redeemed, the Bank will credit the proceeds to your account held with any bank or make payment by cheques in your name.

- b. In the event that the Bank decides in its absolute discretion to discontinue the provision of the Unit Trust Investment Services permanently, the Bank shall give written notice of such discontinuation to you. Such discontinuation shall take effect from the date stated in the notice.

35.4 In the case of Securities held by the Bank, where applicable, upon termination hereunder, you shall promptly issue to the Bank Instructions relating to the transfer and delivery of Securities to your account, failing which the Bank shall be entitled (with respect to the Securities) to sell or dispose of any and all of the said Securities (in any way and on such terms as the Bank deems fit). Thereafter the Bank is authorised to use the proceeds realised from any and every such sale and disposition to:

- a. satisfy all its costs and expenses incurred referable to a sale and disposition as aforesaid;
- b. thereafter to retain and apply the surplus in payment of all monies due or payable or which may become due or payable and referable to the Bank; and
- c. in so far as the sale proceeds may yield a surplus over and above what is required for (i) and (ii) above, such surplus (the amount if determined in good faith by the Bank shall be conclusive against you) together with any other monies held to your credit as aforesaid may be dispatched by registered post to your mailing address by way of a cheque for such amount as good and satisfactory discharge of the Bank's obligation to pay over such sum to you . The Bank will also be entitled to exercise the preceding rights forthwith if it is unable to inform you (for any reason whatsoever) of the Bank's intention to terminate the provision of the Services to you , any Contract and/or any contractual relationship with you or of the Bank's termination of the provision of the Services to you , any Contract and/or any contractual relationship with you and the Bank has made a good faith determination that the exercise of such rights is reasonably necessary to mitigate against any potential losses it may otherwise have to sustain.

35.5 Where applicable, the obligation of the Bank of safekeeping or otherwise in relation to the Securities shall forthwith expire and you agree to bear the risks arising from the continued holding of the Securities by the Bank and subject to the rights conferred upon the Bank under the Agreement.

35.6 Where applicable, upon termination hereunder and subject to the Bank being fully paid all monies now or later due or payable actually or contingently whether under the Agreement or otherwise howsoever, the Bank shall deliver, or procure the delivery of all documents relating to the Securities and which are in the custody of the Bank to you or your agent as instructed in writing to the Bank.

35.7 If you fail to take delivery of the Securities within fourteen (14) days after notice to take delivery has been given by the Bank, the Bank is authorised to do the following:

- a. to despatch any of the Securities by registered mail to the address last notified by you in writing; or
- b. to sell or dispose of in such manner of sale or disposition as it deems fit all or any of the Securities upon such terms and conditions as the Bank may see fit, and to apply the proceeds of any such sale or disposition, after deduction of the expenses thereof, in payment of all monies now or later due payable actually or contingently whether under the Agreement or not and in the event that there is excess proceeds, the Bank may hold such proceeds as security for your Liabilities, or at its option despatch a cheque for the amount of the excess by registered mail to the last address notified by you in writing.

35.8 You acknowledge that it is your duty to take delivery of the Securities. Where such Securities or cheques are dispatched as aforesaid to you, you agree to bear the risks of loss, misplacement, conversion, destruction, damage or any other losses whatsoever and howsoever arising.

35.9 You agree that the Bank shall be entitled to treat all Securities as fungible with any other Securities of the same issuer, class and denomination and you shall accept delivery of the Securities of the same issuer, class and denomination in place of those Securities deposited by you with the Bank. The Bank shall have no duty to keep

or retain in its possession the Securities kept in custody for you so long as the Bank keeps and maintains Securities of a like nature or character.

36. Applicable Law

- 36.1 The Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia.
- 36.2 Notwithstanding the above, the Bank is at liberty to initiate and take actions or proceedings or otherwise against you in Malaysia or other jurisdictions as the Bank deems fit. You hereby agree that where any actions or proceedings are initiated and taken in Malaysia, you shall submit to the jurisdiction of the courts of Malaysia in all matters connected with your obligations and liabilities under or arising out of the Agreement.

SECTION B: TERMS AND CONDITIONS GOVERNING ACCOUNTS AND SERVICES

The General Terms applicable to all Products and Services shall be read in conjunction with the specific terms and conditions as described in Section B.

PART B1: TERMS AND CONDITIONS GOVERNING ACCOUNTS

1. DEPOSITS AND WITHDRAWALS

- 1.1 Deposits and withdrawals must comply with the Bank's requirements, including on minimum deposits, withdrawals and minimum balances to be maintained in the Accounts. Withdrawals may be paid by cash, banker's cheque/draft and/or other forms of remittances.
- 1.2 You are required to check that the particulars of such transactions (where such particulars are furnished to you upon completion of such transaction) are correct. If there is any error, you shall immediately report it to the Bank.
- 1.3 In the case of telegraphic/mail/electronic transfer in foreign currency into the Account, the Bank reserves the right to decide the rate of conversion of the foreign currency into Ringgit Malaysia.
- 1.4 Where you use postal (including prepaid envelopes) or courier services to deliver any cheques or documents to the Bank, you bear the risk of their delay or loss.
- 1.5 Foreign cheques, money and postal orders may be received for collection but the proceeds will only be credited to or drawn from the Account, after receipt of payment by the Bank, unless you have made prior arrangement with the Bank. The Bank may reject cheques or any other monetary instruments which the Bank considers are irregular or have been altered notwithstanding that the alteration or irregularity may have been countersigned by the drawer. The Bank may reverse payment of any monies which are not intended for the Account.
- 1.6 You shall keep in safe custody all cheque books / cheque leaves. You shall notify the Bank immediately when you become aware that any of the above is lost or used without authority. The Bank shall not be responsible for any loss by fraudulent or unauthorized drawings on the Account.
- 1.7 Cheques and negotiable instruments which have been dishonoured will be returned by post to you at your own risk and expense.
- 1.8 The Bank may refuse to accept any deposits or permit any withdrawals whenever there is a breakdown or failure in the on-line computer system affecting any branch/branches of the Bank.

2. LIMITS ON TRANSACTIONS

- 2.1 All inter-branch cash withdrawals can only be made at the Bank's branches within Malaysia subject to such conditions as the Bank may notify you.

- 2.2 The Bank may impose any limit on usage or operation of any of the Services or Accounts. You may vary the limits by notifying the Bank. The Bank has no duty to ensure that you do not exceed such limits.

3. INTEREST

- 3.3 Interest, if any, shall be paid at such frequency and at the rate determined by the Bank. Interest on fixed deposit shall cease on due date. No interest shall be payable in respect of unpaid items and the Bank may adjust any interest accrued or credited in respect of these items.

3A. PERBADANAN INSURANCE DEPOSIT MALAYSIA (PIDM)

- 3A.1 OCBC Bank (Malaysia) Berhad is a member of PIDM.
- 3A.2 PIDM is subject to insurability criteria. Please refer to the list of insured deposits displayed at OCBC's website at www.ocbc.com.my to find out the list of Bank Deposits which are protected by PIDM.
- 3A.3 Any money withdrawn from an existing insured deposit for the purpose of subsequent purchase of or transfer to one of the following accounts, is no longer protected by PIDM:
- a. a deposit account payable outside Malaysia;
 - b. a deposit account held by a financial institution conducting Labuan banking business or Labuan Islamic banking business;
 - c. a deposit account held by a non-deposit-taking members; or
 - d. a non-deposit account (including a securities trading account but excluding a takaful or insurance product)

4. CURRENT ACCOUNT

4.1 CURRENT/CHEQUEING ACCOUNT

- a. Cheques shall not be drawn on the Bank except on cheque leaves supplied by the Bank for the Accounts.
- b. No alterations whatsoever shall be made on cheques. The Bank reserves the right to dishonour and return cheques which bear any alteration (whether or not countersigned by the drawer), is mutilated, illegible or has technical errors, eg post-dated cheque, inconsistent words and figures.
- c. You shall not use pencils or erasable ink pens to complete cheques. You owe a duty to the Bank not to facilitate fraud or forgery. The Bank shall not be liable to you for any loss suffered by you arising from your negligence or disregard of the precautions in handling cheques. The above precautions are not exhaustive and you shall exercise care and caution in handling cheques and operating the Accounts.
- d. No overdrawing is allowed unless you have made prior arrangement with the Bank. Interest on overdrawing a Current Account shall be calculated based on daily debit balances at the rate determined by the Bank and shall be paid on demand.
- e. The Bank reserves the right to dishonour any cheques issued by you if there are insufficient funds in your Account ("Bad Cheque"). The Bank may close or impose restrictions/conditions on all or any of the Accounts if not conducted satisfactorily or with any credit bureau or any organization or corporation.

4.2 INTEREST BEARING CURRENT ACCOUNT (IBCA)

Subject to you meeting the Bank's eligibility criteria for IBCA, your current Account daily closing ledger balance in excess of the account balance threshold may earn interest. The Bank may from time to time specify the eligibility criteria, the interest rate and the account balance threshold for IBCA and may by notice vary any of these items including terminating the interest bearing feature for you. Interest under the IBCA is calculated daily and credited at month end.

5. SAVINGS ACCOUNT

5.1 SAVINGS ACCOUNT

- a. Interest is calculated daily on the balance at the end of each day and credited at the end of the month or every 6 months or such other period as may be specified by the Bank, at such rate as may be determined by the Bank from time to time.
- b. If the Account is closed, interest is calculated up to the last completed day prior to the Account closure.
- c. The Bank may specify such minimum amount to be maintained in the Account at all times.

5.2 YOUNG SAVERS ACCOUNT

The Bank may impose restriction on the number of times or amount that can be withdrawn in a calendar month or year. The Bank may convert the Account to an appropriate product when the accountholder or its beneficiary exceeds the age set by the Bank for young savers account.

5.3 SAVINGS PLAN

You shall maintain the minimum balance for the minimum duration specified by the Bank and comply with other conditions of the savings plan. If the Account is closed before expiry of the minimum duration or the minimum balance is not maintained, the Bank may deduct a percentage of the interest from the account balance.

6. FIXED DEPOSIT

6.1 Fixed Deposits can be placed for tenures in multiples of one to 60 months or such other tenure permitted by the Bank. If the maturity date falls on a non-Business Day, any instructions by you will be carried out on the next Business Day. Automatic renewal will be carried out on the maturity date on the Bank's terms and conditions prevailing as at the maturity date.

6.2 Premature withdrawal of the Fixed Deposit for fresh deposit / rollover from 05 March 2018 onwards may be allowed subject to the terms and conditions set by the Bank as follows:

- i. For premature withdrawal before 1 January 2019 :
 - a. For Fixed Deposits of 1-month, 2-month and 3-month tenure, no interest is payable for any premature withdrawal;
 - b. For Fixed Deposits of 4-month tenure or more:
 - i. which are withdrawn before completion of first 3 months, no interest is payable;
 - ii. which are withdrawn after completion of first 3 months but prior to maturity of the contracted tenure, the Bank may pay interest at half of the original contracted rate only for each completed month including for the first 3 month;
- ii. For premature withdrawal on and after 1 January 2019 :

No interest is payable upon premature withdrawal of Fixed Deposits, regardless of the number of completed months at the time of premature withdrawal.

6.3 Interest on the Fixed Deposit is calculated daily and payable:

- a. upon maturity of the Fixed Deposit; or
- b. at such periodic intervals, subject to such terms and conditions as may be imposed by the Bank from time to time.

For Fixed Deposits with interest paid at periodic intervals and the customer is an individual:

- i. If the periodic interest is in excess of his entitlement under 6.2(a), the entire interest paid to him shall be deducted from the principal amount of the Fixed Deposit on premature withdrawal;
- ii. If the periodic interest is in excess of his entitlement under 6.2(b), the excess interest paid to him shall be deducted from the principal amount of the Fixed Deposit on premature withdrawal;

For Fixed Deposits with interest paid at periodic intervals and the Customer is a corporate, sole proprietorship or partnership;

- i. The entire periodic interest paid to this category of Customer will be deducted from the principal amount of the Fixed Deposit on premature withdrawal.

6.4 Subject to clause 6.5 below, you may give any one of the following instructions to be carried out upon maturity of the Fixed Deposit:

- a. both principal and interest earned to be renewed as a Fixed Deposit at the same or different tenure; or
- b. interest earned to be credited into your current or savings account while the principal is renewed as Fixed Deposit at the same or different tenure; or
- c. both principal and interest earned to be credited into your current or savings account and the Fixed Deposit is not renewed,

Provided that if you opt for (b) or (c) of this clause, you shall be responsible to open and/or maintain a current or savings account with the Bank for crediting of the principal and/or interest of the Fixed Deposit upon maturity. If the current or savings account is closed prior to maturity of the Fixed Deposit, the entire principal and interest will be renewed as Fixed Deposit for the same tenure, unless other instructions are received from you before maturity date.

6.5 Clause 6.4 shall not apply to you if you are eligible for periodic interest payment by the Bank pursuant to clause 6.2(b) above. The periodic interest will be credited into your current or savings account with the Bank, therefore you shall be responsible to open and/or maintain such current or savings account for the periodic interest crediting. If the current or savings account is closed for any reason prior to the maturity of the Fixed Deposit, the

periodic interest will be credited into the Fixed Deposit account provided that such periodic interest will not be added to the principal for interest calculation and may be withdrawn by you.

7. FOREIGN CURRENCY ACCOUNT

7.1 GENERAL TERMS FOR THE FOREIGN CURRENCY ACCOUNT

- a. The terms and conditions under this Clause 7.1 are applicable for both Call and Time Deposit Accounts (collectively referred to as "FCA") opened with the Bank.
- b. You will comply with all the following conditions, overnight limits and regulations which are subject to change by Bank Negara Malaysia from time to time. The Bank may impose any other conditions and/or overnight limits for purpose of controlling and monitoring.
- c. The Bank may reject or reverse any deposits or proceeds in the absence of clear and specific instructions or which may result in a breach of the aforesaid conditions or overnight limits (including caused by crediting of interest or fluctuations in exchange rate).
- d. You are required to notify the Bank of the following in the operation of the FCA:-
 - i. of change in the volume of export proceeds in the case of exporters, change in the qualifying conditions that affect the prescribed overnight limits and any breach of the qualifying conditions and/or overnight limits imposed by Bank Negara Malaysia; and
 - ii. prior to the remittance by telegraphic/mail/electronic transfers or otherwise of any proceeds to your FCA.
- e. Withdrawals from any FCA in a currency other than the currency of that FCA shall be at the conversion rate determined by the Bank. The Bank is under no obligation to accept deposits or allow withdrawals of foreign currency notes.
- f. The Bank may receive for the credit of the FCA any cheque, draft, mail and telegraphic transfer, negotiable instrument and any monies payable to you PROVIDED THAT the aforesaid instruments are acceptable to the Bank. Proceeds of any Ringgit Malaysia or other foreign currency cheque, draft or negotiable instrument and monies payable to you shall be credited to the FCA at the conversion rate to be determined by the Bank.
- g. The opening and operation of the FCA is also subject to the banking practices and laws of Malaysia, Foreign Exchange Notices issued pursuant to Section 214 of the Financial Services Act 2013, rules of the Association of Banks in Malaysia and the rules and regulations of other regulatory bodies.

7.2 FOREIGN CURRENCY CALL ACCOUNT ("FCCA")

- a. An FCCA may be opened in any currency other than Ringgit Malaysia, acceptable to the Bank. Interest shall be credited monthly at the Bank's rate and will be calculated on the daily balances at the end of each day or such other intervals as may be determined by the Bank. If a minimum amount is required, no interest is payable if the credit balance falls below the minimum amount.
- b. No overdrawn are allowed on the FCCA. Withdrawals may be made by giving not less than 24-hours notice in writing (or by such other means permitted by the Bank).

7.3 FOREIGN CURRENCY TIME DEPOSIT ACCOUNT ("FCTDA")

- a. An FCTDA may be opened in any currency other than Ringgit Malaysia, acceptable to the Bank. Deposits into the FCTDA will be for a term and rate as agreed with the Bank. The Bank reserves the right to impose limits on the amounts and term of deposit.
- b. Withdrawal of deposits can be made only on maturity and at the branch of deposit. The Bank may allow premature withdrawal of deposits but any loss/penalty charges for such withdrawals shall be borne by you .
- c. Withdrawals may be made by giving not less than two (2) Business Days (or such other period as may be stipulated by the Bank) before maturity.
- d. The Bank is under no obligation to renew the term of the deposit or to remit such matured sums to you or to any of your accounts until instructions are given by you .
- e. If the maturity date falls on a non-Business Day, any renewal/disposal instructions by you will be carried out on the next Business Day.

8. GENERAL TERMS FOR HOUSING DEVELOPMENT ACCOUNT ("HDA")

- a. You agree that the HDA shall be operated in accordance with the Rules and Regulations for the control and regulation of such accounts under the laws governing housing developers in West Malaysia, Sabah and Sarawak.

- b. The HDA is a non-chequeing current account i.e. there will be no cheque book issued by the Bank for the HDA. You shall ensure that there are sufficient and cleared funds in the HDA to meet all requests and at no time will the HDA be overdrawn.
- c. All withdrawals from the HDA shall be supported by such certification and documents as required by the Rules and Regulations together with the duly completed withdrawal application form and within such limits as may be imposed by the Rules and Regulations.
- d. You may with approval in writing from the controlling authority under the applicable Rules and
- e. Regulations:-
 - i) Withdraw all (surplus) monies in the HDA without closing the HDA; or
 - ii) Withdraw all monies and close the HDA.

9. SHORT TERM MONEY MARKET DEPOSITS

9.1 SHORT TERM MONEY MARKET DEPOSITS ACCOUNT ("STMMDA")

- a. An STMMDA may be opened with not less than the minimum cash deposit in Ringgit Malaysia ("Deposit(s)"), as determined by the Bank from time to time.
- b. The tenure of each Deposit(s) may range from overnight up to a maximum of three (3) calendar months or such other tenure fixed by the Bank from time to time.
- c. The acceptance and continuance of the STMMDA shall be at the Bank's discretion.
- d. The interest rate for the Deposit(s) is available on request at any branch or from the Bank's dedicated money market dealers and these rates may also be displayed at the Bank's website. These rates may fluctuate from day to day and may also fluctuate intraday and the Bank is under no obligation to hold the rate.
- e. The Bank is the calculation agent to determine the interest amount payable on the Deposit(s). The interest rate once determined by the Bank and accepted by you will be fixed at that rate throughout the period of the Deposit.
- f. Interest is calculated based on simple interest formula i.e. amount of Deposit x T x interest rate where T is the number of days in the Deposit(s) period (including placement date but excluding maturity date). The Deposit(s) period for interest computation shall be adjusted for any expected or unexpected holidays.
- g. Interest is paid on maturity of the Deposit(s). If the maturity date falls on a non-Business day, interest shall be payable on the next Business Day. No interest will be paid on Deposit(s) uplifted before the Maturity Date.

9.2 INSTRUCTION ON DEPOSITS

- a. The provisions of Clauses 9, 12 and 14 of the General Terms shall apply to instruction on STMMDA.
- b. The Bank will issue confirmation to you ("Confirmation") after the execution of each Instruction for the placement of Deposit(s). Instructions relating to other matters will not be confirmed. The terms specified in each Confirmation shall be taken to be agreed by you unless the Bank receives notice in writing from you of any errors within fourteen (14) days after the date of the Confirmation. All Confirmations shall be final, conclusive and binding on you, in the absence of manifest error.
- c. The Bank shall be discharged from its liability for the Deposit(s) and the interest payable on the Deposit(s) once these amounts are remitted to the account designated by you.
- d. The Bank shall be entitled to effect payments of interest on the Deposit(s) net of any deductions, withholding tax or any other taxes, including goods and services tax or levies imposed on such payments or transfers under the law.

PART B2: TERMS AND CONDITIONS GOVERNING SERVICES

TERMS AND CONDITIONS GOVERNING ELECTRONIC SERVICES GENERAL TERMS FOR THE ELECTRONIC SERVICES

1. AVAILABILITY OF THE ELECTRONIC SERVICES

- 1.1 The Electronic Services will be available if you comply with the procedures and terms prescribed by the Bank on access, the equipment/devices required and its use.
- 1.2 The availability of the Electronic Services shall also be subject to the hours, payment of any costs, fees, commissions and charges determined by the Bank from time to time. The Electronic Services may be varied, supplemented or withdrawn by the Bank at any time and from time to time.

2. INSTRUCTIONS

- 2.1 Access to the Electronic Services is granted to any persons who have identified themselves or the Authorized User by using the Security Codes, and complying with the Bank's rules and procedures on the use of such Security Codes. You are responsible for all fund transfers, balance enquiries or transactions performed whether with or without your authority or knowledge. The Bank may rely and act on such instructions given and debit your Account in respect of all such transactions including any relevant charges.
- 2.2 The Bank may (but shall not be obliged to), without liability to you or any person for any loss, damage, claims or costs:-
- a. require any persons using the Electronic Services to identify themselves by alternative means (including by signature or in person or by telephone call) and/or to give confirmation of the instructions before acting on such instructions; and/or
 - b. refuse or cease to carry out any instructions, or reverse any actions which have been carried out or impose conditions on the carrying out of any instructions, on grounds considered reasonable by the Bank; and/or
 - c. Vary, withdraw, suspend or delete the Security Codes and/or the Electronic Services.
- 2.3 If the Bank countermands or reverses any instructions or accepts any conditional instructions, you shall pay the charges and all costs on request by the Bank.
- 2.4 Any instructions given and received through the Electronic Services after the relevant cut-off time shall be regarded as instructions given and received on the next Business Day.
- 2.5 You assume all inherent risk of security, corruption, delay or failure in effecting any instructions or transactions, transmission error, access availability, downtime, and all risks related or incidental to the usage of Electronic Services, unless the risks are attributable to the Bank's negligence. You are responsible for the accuracy of all instructions.
- 2.6 Any instructions for funds transfer shall be taken to be completed and final once the Bank has successfully executed the instructions to debit your Account and credited the beneficiary's account. You will advise the beneficiary of the transfer of funds executed by you. Transfers of funds to any account other than your Accounts are subject to a maximum amount per day set by the Bank from time to time.

3. YOUR RESPONSIBILITIES AS THE CUSTOMER

- 3.1 You shall maintain security of the Electronic Services, the Security Codes and the Cards by:-
- a. ensuring no unauthorized use of the Cards, Security Code or the Electronic Services by establishing and applying adequate security systems and procedure for monitoring the use or access to the Electronic Services performed through the Cards, equipment or device under your control ;
 - b. keeping the Security Codes and/or any other unique responses confidential at all times by not writing down or disclosing to or allowing any person to access or use the Security Codes (including employees of the Bank); and changing the Security Codes regularly and destroying any advice which may contain the Security Codes after reading.
 - c. promptly notifying the Bank at the contact numbers provided by the Bank if you know or suspect or believe that any Card, equipment or device is lost or stolen or compromised; or that the security or confidentiality of the Security Code is disclosed, misplaced, compromised, lost, mutilated or stolen. Oral notice shall be followed within 24 hours by written notice supported by a copy of the police report as required by the Bank;
 - d. ensuring that the Authorised User understands and complies with the Terms and Conditions for the use of the Security Codes and the Electronic Services and notifying the Bank immediately if an Authorised User is no longer authorised to use the Electronic Services;
 - e. where telephones with key press password recorders or other similar devices are installed, by deleting the numbers relating to the transactions after the instructions have been issued; and
 - f. by reading and understanding the user guide for the Electronic Services before attempting to use the Electronic Services.
- You understand that failure to comply with any of the above may expose you to theft and/or unauthorized use of the Security Codes or the Electronic Services, for which the Bank will not be liable.
- 3.2 All Security Codes may be despatched by the Bank to you at the address registered with the Bank or may be collected by you or on your behalf or may be issued through phone or by any other means (for TPIN and other

Security Codes) at your risk. You acknowledge the risks arising from the mode of delivery of the Security Codes, including the risks of the Security Code being intercepted by third party and you agree with the mode of delivery and risks thereof are acceptable to you. You shall comply with any requirements, rules and procedures which the Bank may impose for the issue, despatch and collection of any Security Code. The Bank reserves the right to issue separate Security Codes to the Authorized Users when there is more than one Authorized User.

- 3.3 All Cards (with electronic strips/chips/other security features), tokens, digital certificates, electronic keys and other electronic devices and media containing any Security Codes are and shall remain the exclusive property of the Bank. You shall return all such devices to the Bank at the request of the Bank or on termination of the Electronic Services.
- 3.4 The Bank grants you a non-exclusive non-transferable licence to use the Security Codes only to access the Electronic Services. You shall not
 - i. Disassemble or reverse engineer any Security Codes or permit any such acts;
 - ii. Cause or allow any Security Code to be copied, removed, modified, transferred, adapted or translated. The Bank may issue any replacement Security Codes to you at a fee or charge stipulated by the Bank.
- 3.5 You shall be liable to the Bank for all amounts incurred on the use of the Electronic Services, including but not limited to fees, charges, taxes and overdraft interest where applicable through the use of the equipment or device under your control.
- 3.6 You shall be liable to the Bank for unauthorized transactions through the Electronic Services, if you have (a) acted fraudulently, or (b) failed to carry out the obligations imposed in clause 3.1 above to maintain security of the Electronic Services, Security Codes, equipment and device or (c) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of any Security Codes, Electronic Services, your equipment or device, or (d) voluntarily disclosed any Security Codes to another person or (e) recorded the Security Code on the equipment, device or anything which may have enabled or facilitated or contributed to the unauthorized use of the Electronic Services. You shall not be liable for losses resulting from unauthorised transaction occurring after you had notified the Bank in accordance with these Terms and Conditions that your Security Codes or Electronic Services has been lost, misused, stolen, compromised or breached.

4. LIABILITY

- 4.1 The Bank shall not be responsible for any damages, losses, costs and expenses (whether direct or indirect, whether foreseeable or not and whether the Bank has notice or not) which you may suffer or incur arising out of or in relation to:-
 - i. your misuse or failure to correctly use the Security Codes or the Electronic Services or any software/hardware/equipment required for the Electronic Services;
 - ii. your failure to follow the updated instructions, guidelines and procedures for using, accessing, applying for, purchasing, selling any goods (including shares), products, services via the Electronic Services;
 - iii. all disputes arising from transactions on goods (including shares) or services or facilities of or with any third parties effected via the Electronic Services;
 - iv. malfunction, defect or failure of any network, terminal or any data processing system, computer or telecommunications system (collectively, "Systems"), whether any of the foregoing belong to or are operated by the Bank, unless the malfunction, defect or failure is attributable to the Bank's negligence;
 - v. other circumstances beyond the control of the Bank or any bank, financial or card institution or any person or any organization involved in the Systems; and
 - vi. any delay in payment which is not caused by the gross negligence of the Bank, including but not limited to non-delivery or wrong delivery of any material or notice or products, goods (including shares) or services of any persons, including the Bank.
- 4.3 The Bank will take reasonable efforts to rectify any defect, malfunction or failure of any of the Systems under the Bank's control in order to restore the affected Electronic Services in order to mitigate the adverse consequence arising from such defect, malfunction or failure.

5. DISPUTE RESOLUTION

- 5.1 Upon receipt of any complaints from you, the Bank will revert to you within 14 days (or such other period as the Bank may inform you of) from date of receipt. Where the Bank is unable to revert within 14 days, it will notify

you in writing of the need for an extension of time to reply. You can appeal to the senior management of the Bank or to the Ombudsman for Financial Services (formerly known as Financial Mediation Bureau) or Securities Industry Dispute Resolution Center (SIDREC) where applicable, if you are still not satisfied with the outcome of the complaint.

- 5.2 The complaint letter must be sent to the following address or you may call the number below or such other address or contact numbers as the Bank may notify you :-

Service Transformation Department,
OCBC Bank (Malaysia) Berhad,
Level 15, Menara OCBC,
No. 18, Jalan Tun Perak,
50050 Kuala Lumpur,
Malaysia.

Telephone No: 03- 8317 5000 (For consumer banking customers)

Telephone No: 03- 8317 5200 (For business & corporate banking customers)

- 5.3 You who wishes to raise any dispute will be required to furnish certain requisite particulars , including but not limited to your name, the affected Account, date of the disputed transaction, amount of the disputed transaction and reason why you believe that it is a disputed transaction. All disputes will be investigated by the Bank. Upon conclusion of the investigation, the Bank may credit to or debit from the relevant Account(s) or make the necessary adjustments of the amount owing or payable between the Bank and you and reflect the following month's statement or record. If payment had been made on any dispute which is subsequently found to be false, the payment must be refunded to the Bank and all expenses incurred in the investigation and in recovering the shall be borne by the maker of the false dispute. In addition, police report will be lodged against all false disputes.

SPECIFIC ELECTRONIC SERVICES

1. CHEQUE DEPOSIT SERVICE

The deposit of any cheques at the Bank's Cheque Scanning Deposit Machine shall be made in the manner prescribed by the Bank. The Bank may, but is not obliged to, accept any cheque for collection. If any cheque is not accepted by the Bank, the Bank will inform you of the same and the cheque will be posted to you at your risk and cost and expense.

2. AUTOMATED TELLER MACHINES

You may perform any of the transactions allowed on the ATMs during such hours and subject to such other instructions or notification as may be determined by the Bank. Where you use ATMs belonging to other institutions, such usage is subject to the terms and conditions imposed by the relevant institutions. Any request for transfer of funds through the ATM shall be deemed to be completed once the transaction has been successfully accepted. The relevant Account will be debited and the beneficiary's account will be credited simultaneously. For bills payments via JomPAY, the transactions are also subject to JomPAY Standard Payor Terms legally binding between the Bank and you, which contains terms and conditions imposed by PayNet as well as the Bank. Please visit [this link](#) for the full text of the JomPAY Standard Payor Terms here

3. CASH-IN ATM

Any cash deposited via the Bank's Cash-in ATM shall be made in the manner prescribed by the Bank.

The Cash-In ATM will produce a receipt for the cash deposited. The relevant Account will be credited with the cash deposited once verified by the Bank. You should check that the particulars of the transaction printed on the slip are correct before leaving the Bank's premises or the Electronic Terminal. If there is any error, you shall immediately report it to the Bank.

4. PHONE BANKING OR MOBILE APPLICATION SERVICES ("PHONE SERVICES")

- 4.1 Instructions once transmitted through Phone services cannot be varied, amended or supplemented. The Bank reserves the right not to accept or act on any instructions including any instructions which have been varied, amended or supplemented by you. The Bank may telephone you at the contact numbers given.

You have authorized the Bank to accept your instructions ("Instructions") by telephone or mobile application to carry out the banking transactions that are determined by the Bank.

- 4.2 The Phone Services is only available to Accounts held under your sole name and Accounts held jointly with others who are all joint accountholder(s).
- 4.3 The Bank may at its sole discretion impose monetary limits (e.g. maximum daily limits) or other limits on any of the banking transactions. Any Instructions which breach the limits set by the Bank will be handled on an exceptional basis including requiring you to personally attend at the branch to perform the transaction.
- 4.4 This Phone Services is only available for joint accounts if the following conditions are satisfied:
- The mandate for operation of the joint account must be “any one to operate” and shall remain the same throughout the tenure of the Phone Services; and
 - All joint accountholder(s) have signed up or subscribed for this Phone Services and such request to subscribe must be accepted by the Bank, failing which, this Phone Services will only apply to Accounts held under your sole name and will not extend to your joint accounts.
- 4.5 You agree to the mode of operation for this Phone Services and also the conditions on transfers to 1st Party accounts and to 3rd Party accounts as stated below. Processing of instructions is subject to the receipt of such instructions before the cut-off times determined by the Bank from time to time.

	Transfer from Debiting Account	Transfer to Crediting Account opened with OCBC Bank or Al-Amin Bank
Transfer to 1 st Party Accounts	A (single account)	A (single account) and all A's joint accounts
	A + B (joint account)	A (Single Account) B (Single Account) A+C or B+C or A+B (Joint Account)
	Transfer from Debiting Account	Transfer to Crediting Account opened with other banks
Transfer to 3rd Party Accounts	A (single account)	A or B (Single Account) A+B (Joint Account) B+C (Joint Account)
	A + B (joint account)	A or B (Single Account) A+B or A+C or B+C (Joint Account)
	Transfer from Debiting Account	Transfer to Crediting Account opened with OCBC Bank or Al-Amin Bank
Transfer to 3 rd Party Accounts	A (single account)	B (Single Account) B+C (Joint Account)
	A + B (joint account)	C (Single Account) C+D (Joint Account)

- 4.6 You may predefine 3rd Party accounts. Each of your joint accountholder(s) may separately without your knowledge or consent predefine 3rd Party accounts. You accept fully:
- the Bank is under no duty or obligation to inform you or obtain your approval on the 3rd party accounts specified by your joint accountholder(s), and similarly the Bank has no duty or obligation to obtain approval from or notify your joint accountholder(s) of your 3rd Party accounts;
 - The 3rd Party accounts predefined by you and your joint accountholder(s) need not be similar and may be varied by you or your joint accountholder(s) in the manner set out in the application form for the Phone Services.
- 4.7 The Bank may without giving notice immediately terminate the Phone Services for all Accounts or for specified Accounts upon the Bank being notified or becoming aware of any of the following events
- If the mandate of any joint Account is changed from “any one to operate” to some other mandate; or
 - Death of the sole account-holder or any one of the joint accountholder(s);
 - Dispute over or relating to any Account.
- 4.8 Termination of the Phone Services under clause 4.6 and 4.7 will not release you from the indemnity or any liability under the Phone Services in respect of any act done or performed or carried out or any step taken by the Bank in accordance with these terms and conditions prior to the date of such termination or date of receipt of such notice whichever is later.

- 4.9 The Bank is fully authorized to act on the Instruction from you and any of the joint accountholder(s) based on the following verification procedures:
- a. For Instructions through telephone, by verifying the identity of the caller based on the Bank's internal procedure; and
 - b. For Instructions through mobile, by specified mobile number used in transmitting any such Instructions against your or your joint accountholder(s) mobile number(s) registered in the Bank's system ("registered mobile number")
 - c. For Instructions through e-mail, by comparing the e-mail address used in transmitting any such Instructions against your or your joint accountholder(s) e-mail address(es) registered in the Bank's system ("registered email address(es)").
- 4.10 The Bank may, but is under no duty or obligation to perform the enhanced verifications on any Instructions issued by you or by any of the joint accountholder(s). Such enhanced verifications by the Bank include but are not limited to:
- a. Making a return or further telephone call(s) to you or any of the joint accountholders or any persons at any registered telephone number(s) with the Bank to confirm any instructions;
 - b. Sending e-mail to you or any of the joint accountholders or any persons at any e-mail address(es) with the Bank to confirm any Instructions.
- 4.11 You are aware and accept the risk related to the Phone Services. Such risks include but are not limited to:
- a. Impersonation of you over the telephone or mobile, where the imposter is familiar with any details known to you or any accountholders for the Bank's security procedure.
 - b. Signatures on scanned documents via e-mail Instructions may be superimposed fraudulently or without proper authority when sent by e-mail to the Bank;
 - c. Instructions sent from your or your joint accountholder(s) e-mail by a 3rd party individual purporting to emanate from you or your joint accountholder(s) due to unauthorized access to the e-mail or unauthorized interference by the 3rd party individual.
- 4.12 The Phone Services is available only during the hours when normal counter-services are available at the relevant Bank branch. Processing of any Instruction is further subject to the terms and conditions, processes and cut-off times applicable to the nature of Instruction.
- 4.13 All Instructions given must be given unconditionally and are irrevocable. If you request for a reversal or variation to the Instruction, any assistance rendered by the Bank will be on goodwill, best effort, no liability basis at the sole discretion of the Bank and you will fully reimburse the Bank for any charges, costs or expense incurred to assist you.

5. ALERT NOTIFICATION SERVICE

- 5.1 The Bank may provide Alert Notification Service through electronic mail, facsimile, short message service (SMS) or other media as the Bank deems fit. You acknowledge and agree to accept the risk associated with the mode of delivery of such notifications, including the risks of unauthorized interception by third parties and disclosure of customer information. Alert Notification Service may involve products, goods, services and/or facilities of the Bank.
- 5.2 A notification is taken assent to you on delivery or transmission of the notification to the contact particulars designated by you. All time/date references in any notification are to Malaysian time unless otherwise specified by the Bank.
- 5.3 The Alert Notification Service is only intended to help you but does not release or discharge you from your duties and obligations with regards to all transactions and activities over your Accounts and Services. Non-receipt of an alert is not an excuse for failing to fulfil your duties and obligations, including but not limited to ensuring that there are sufficient funds in an Account before performing transfer of funds from such Account. You shall not communicate with the Bank through the sender's contact number, address or other particulars, if any, indicated in any notification. Instead, you shall communicate with the Bank in the manner specified in these terms and conditions.

6. AUTO-SWEEP FACILITY

- 6.1 The Bank may grant to you the Auto-sweep Facility for specific types of accounts subject to the Bank's charges and terms.

- 6.2 The Auto-sweep function for funds transfer between the Accounts shall be ONE WAY only i.e. from your Savings Account to the Current Account. There shall be no automatic re-transfer of any funds from your Current Account back to the Savings Account.
- 6.3 The Bank will not accept any deposit or withdrawal or activate the Auto-sweep when there is a breakdown or failure in the on-line computer system affecting any branch/branches of the Bank. The Bank shall not be obliged to inform you of its inability to activate the Auto-sweep function when cheques drawn by you are presented for payment over the counter at the time the Bank's on-line computer system fails.
- 6.4 You shall not hold the Bank responsible for any loss, injury, damage or embarrassment which you may suffer from dishonouring cheques due to insufficient funds in your Current Account as a result of ATM transactions and/or other electronic services performed by you at the time when the end of day processing is in progress.
- 6.5 If the Savings Account or Current Account is closed, the Auto-sweep Facility shall be terminated. The Bank may also terminate the Auto-sweep Facility at any time by giving notice.

TERMS AND CONDITIONS GOVERNING REMITTANCE/ TRANSFER (IBG/TT/RENTAS) FOR RINGGIT MALAYSIA & FOREIGN CURRENCY TRANSFER TO OTHER BANKS

1. **Warranty on Source of Funds:** You represent and warrant to the Bank that the source(s) of funds for the funds transfer request is lawful under the laws and regulations (including the foreign exchange administration rules) of all relevant jurisdictions and will take all necessary actions to ensure that such laws or regulations will not be contravened and will be complied with at all times.
2. **Cut-Off Time:** The Bank may without prior notice to any persons, establish or change the cutoff times for the receipt and processing of funds transfer requests, amendments or cancellations (collectively, "Requests"). Any Requests accepted by the Bank (which shall be at its sole discretion and may be with conditions) after the relevant cut-off times shall be deemed to have been received by the Bank on the next Business Day. Acceptance by the Bank shall include the process of authentication by the Bank of the Requests and subject to the Bank's receipt of immediately usable funds. "Business Day" means a day on which banks in Kuala Lumpur and the relevant funds transfer systems are opened for business. Requests are also subject to cut-off times related to the geographical location of the destination, if outside Malaysia.
3. **Execution of Request:** The Bank may require additional information for processing or authentication of any Requests. The Bank may act solely on the basis of identifying numbers (eg. Account numbers) of your , Recipient and Recipient's bank, whether or not you have accurately provided the names of such persons. The Bank shall have no duty to independently verify any numbers or names. Requests shall be made as per the mandate in debiting account(s).
4. **Notification of Executed or Rejected Requests:** The Bank will not advise or confirm executed Requests, which will be reflected in periodic statements for the debiting account(s), if any. For rejected or unsuccessful Requests, the Bank will endeavour to contact you through the contact details provided by you ; the Bank, however, has no liability to you if contact was not made or was not made within any specified period of time.
5. **Fund Transfer Systems, Intermediaries and Third Parties:** The Bank may at its sole discretion use any means for the transmission of funds requested by you including using as the Bank's deem fit, any communications, funds transfer, processing or transaction system, intermediary bank and/or any third party(ies) (collectively, "Third Parties"). For domestic transmissions, you may be able to select the funds transfer systems subject to thresholds from time to time set by the Bank and/or the system providers without prior notice to any persons. You hereby authorises the Bank to disclose all information relating to the Request (including information relating to you and Recipient) to the Third Parties and (as required by any jurisdictions) to any authorities or persons. The Bank shall not for any reasons (even if advised of the same) assume any liability towards you and/or any persons, for the terms and conditions, procedures, and/or approval, and/or action, co-operation, omission, and/or timeliness, as applicable, of a Third Party.
6. **Compliance:** You agree that the Bank will process Requests in accordance with the Bank's established and regular business practices, procedures and policies. The processing of any Requests shall also be subject to the terms and conditions, procedures, approval, action and/or co-operation of Third Parties. The Bank and the Third Parties may

decline any Requests if in any of their sole opinion the execution of the Requests may contradict any laws, rules, regulatory or policy requirements, internal or external.

7. **Cancellation and Amendment:** Once a funds transfer request is accepted by the Bank, cancellation of or amendment to the funds transfer request is not allowed. The Bank may at its sole discretion use reasonable efforts to assist you to do so, but shall not be liable for any loss, cost or expense suffered by you if the Bank does not or is unable to cancel or amend the funds transfer request. You hereby agree to indemnify the Bank against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting you to cancel or amend a funds transfer request.
8. **Limitation of Liability:** The Bank shall not be liable to you or persons for any damages (including returned cheques), expenses, costs (including legal costs), loss of profits or earnings (whether direct or indirect), goodwill or any special/exemplary, incidental, direct or consequential loss or damage whatsoever or howsoever arising even if the possibility of such loss, damage or claim was advised or known to or foreseeable by the Bank. Without limiting any provisions in this Clause: (i) the Bank shall have no liability in connection with circumstances beyond the Bank's control; and (ii) the Bank's sole and entire liability to you in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising related to a Request shall not exceed the amount of Charges received by the Bank.
9. **Payment and Refund:** If you do not have foreign exchange arrangement with the Bank and the amount to be remitted and amount you paid to the Bank are in different currencies, then when your payment is in: (i) Ringgit Malaysia, the Bank will convert the funds at its prevailing selling rate; (ii) Foreign currency, the Bank will convert the funds at its prevailing buying rate into Ringgit Malaysia and then convert the Ringgit Malaysia amount into the required remittance currency at its prevailing selling rate; subject to the availability of the relevant currencies, and any exchange controls or other restrictions. Refund shall unless agreed by the Bank, be in Ringgit Malaysia, and less costs, charges, expenses and interest. Currency conversion rate will be at the sole discretion of the Bank, subject to availability of relevant currencies, and any exchange controls or other restrictions. Refund will only be made after the Bank receives the proceeds and confirmation of effective cancellation of the remittance from the relevant Third Parties.
10. **Costs and Fees:** You shall bear all costs, expenses and fees (collectively, "Charges") relating to any Request. For telegraphic funds transfer request: (i) the Bank may collect the Charges from either or both of you or/and the Recipient as indicated by you ; (ii) if you have not indicated any preference, then the Bank may collect local charges from you and overseas charges from the Recipient. Collection from the Recipient may be by deduction off the remittance amount.
11. **Inquiries/Complaints:** You shall retain and produce to the Bank a copy of the relevant Requests application form for any enquiry or other request in relation to the Requests. For enquiries/complaints/disputes, the Customer may call OCBC Contact Center at:
 - i) For OCBC Bank (Malaysia) Berhad's Customer – 03 8317 5000 (individual accounts) / 03 8317 5200 (company accounts);
 - ii) For OCBC Al-Amin Bank Berhad's Customer – 03 8314 9310 (individual accounts) / 03 8314 9090 (company accounts).
 - iii) And/or write to: Service Transformation Department, OCBC Bank (Malaysia) Berhad, Menara OCBC, 18 Jalan Tun Perak, 50050 Kuala Lumpur, Malaysia. Telephone No: 03-8317 5000 (For consumer banking customers).The Bank will respond to an enquiry/complaint/dispute within 14 days (or such other period as the Bank may inform you from date of receipt. Where the Bank is unable to respond within 14 days, it will notify you in writing of the need for an extension of time to reply. You can appeal to the senior management of the Bank or to the Ombudsman for Financial Services, if he is not satisfied with the outcome of the complaint.

SECTION C: SPECIFIC TERMS AND CONDITIONS GOVERNING INVESTMENT PRODUCTS AND SERVICES

The General Terms applicable to all Products and Services shall be read in conjunction with the specific terms and conditions as described in Section C.

PART C1: RISK DISCLOSURE STATEMENT

Risk Disclosure for Structured Investments

- 1.1 You agree to be solely responsible for considering carefully and seeking advice from your legal, regulatory, tax, business, investment, financial, accounting and other professional advisers as may be required regarding the risks of the Structured Investments before entering into any Structured Investments transactions with, or subscribing for any Structured Investments from, the Bank from time to time.
- 1.2 You agree that:
 - a. each Structured Investment is transacted with the Bank on the basis that you have read, fully understood the features, risks and agreed to these Terms and Conditions Governing Structured Investments (read together with the General Terms applicable to all Products and Services) and the contents of the Risk Disclosure Statement. You acknowledge and confirm to the Bank that you have read the Risk Disclosure Statement and understand and accept the risks involved in transacting Structured Investments with the Bank from time to time; and
 - b. in addition to the foregoing, you further agree that each Structured Investment is also conditional upon your acceptance and acknowledgement of any specific risk disclosure statement in such other documents which the Bank may furnish from time to time.

Specific Risk Disclosure for Structured Investments

- 1.3 Returns are not guaranteed. The rate of returns of each Structured Investment is not fixed or certain and is subject to fluctuations. The returns can be substantially lower than deposit rates or even zero for the entire tenure of the investment as the rate of returns is dependent on the performance of the underlying asset or rate or index linked to the investment.
- 1.4 Where the Structured Investment has a conversion feature and is Non-Principal Protected - the Non-Principal Protected Structured Investment is a non-traditional investment comprising two key features – firstly, an investment in an investment/base currency and secondly, a possible payment or delivery, as the case maybe of the investment (both principal and returns) in an Alternate Currency or underlying reference to which the investment is linked, at a pre-agreed exchange rate or pre-agreed Strike Rate and not at the prevailing exchange rate or price. It carries with it risks of fluctuation in the alternate currency or underlying reference to which the investment is linked.
- 1.5 If you hold the Structured Investment to maturity, the entire principal amount invested will be repaid to you on maturity date, only if the Structured Investment is stated as Principal Protected.
- 1.6 Where the Structured Investment has a “Callable” feature, you fully understand that the Bank has the option (i.e. a right but no obligation) to early terminate this Structured Investment. If the Bank exercises the early termination option, the Structured Investment will be early terminated before the stated maturity date with repayment of principal amount plus accrued returns on the early termination date selected by the Bank.
- 1.7 The net returns from a Structured Investment would also be affected by the transaction costs (i.e. commission, fees and other charges) charged by the Bank and applicable withholding taxes.
- 1.8 Different investment may have different tax implications and the tax implications may be dependent on your business activities and the transaction in question. You should consult your tax adviser to understand the tax implications.
- 1.9 You would incur additional risk of currency fluctuations if the transaction involves different currencies or where you carry on your business or keep your accounts in a currency other than the base currency in which the transaction is denominated.

- 1.10 You are taking the credit risk of the Bank not being able to fulfill its payments obligations under the Structured Investments' transactions.
- 1.10 Structured Investments which involve your sale of an option to the Bank in exchange for higher returns or premium can be very risky. If you sell an option, the risk can be unlimited and disproportionate to the premium or higher returns offered by the Bank. By selling an option, you will be locked in at the pre-agreed strike price for the duration of the Structured Investments and you will give up any gains resulting from any increase or decrease in price of the underlying asset compared to the pre-agreed strike price.
- 1.11 There are differences between normal deposit and Structured Investments.
- 1.12 Any complaints against Structured Investments may be made to the Securities Commission ("SC"), by contacting the SC's Complaints Department:
- via phone to the Aduan Hotline 03-6204 8999
 - via fax to 03-6204 8991
 - via e-mail to aduan@seccom.com.my
 - via online complaint form available at www.sc.com.my
- 1.13 No Claim on Capital Market Compensation Fund: You cannot claim compensation from the Capital Market Compensation Fund under the Capital Markets & Services Act, 2007 for any losses that you suffer as a result of any wrongdoing or fraud or misuse of moneys by the directors, officers, employees or representatives of the Bank. You can refer to the Bank's Dispute Resolution Process at www.ocbc.com.my if you suffer monetary loss in the above circumstances.
- 1.14 You can lodge a complaint with the Securities Industry Dispute Resolution Center (SIDREC) at www.sidrec.com.my within 180 days of receiving a financial decision from the Bank if you are not satisfied with the Bank's decision.

Risk Disclosure for Negotiable Instruments of Deposit ("NID")

- 1.1 Each Negotiable Instruments of Deposit is accepted by the Bank on the basis that you have read, fully understood and agreed to these Terms and Conditions Governing Negotiable Instruments of Deposits (read together with the General Terms applicable to all Products and Services) and these Specific Risk Disclosure for Negotiable Instruments of Deposits. You acknowledge and confirm to the Bank that you have read the Risk Disclosure Statement Pertaining to Negotiable Instruments of Deposits (read together with the General Terms applicable to all Products and Services) and understand and accept the risks involved in placing Negotiable Instruments of Deposits with the Bank from time to time.
- 1.2 In addition to the foregoing, you further agree that each Negotiable Instruments of Deposit is also conditional upon your acceptance and acknowledgement of any Specific Risk Disclosure Statement in the Confirmation, the Term Sheet and / or such other documents which the Bank may furnish to you from time to time.
- 1.3 You agree to be solely responsible for considering carefully and seeking advice from your legal, regulatory, tax, business, investment, financial, accounting and other professional advisers as may be required regarding the risks of each Negotiable Instruments of Deposit before placing such Negotiable Instruments of Deposit with the Bank from time to time.

Specific Risk Disclosure for NIDs

1. Risk Warning Statement

This NID is principal guaranteed by the Issuing bank upon maturity only. If the NID is redeemed or sold prior to maturity, you may lose part of the initial deposit amount. The returns on this NID is uncertain and you risk earning no returns at all. You are reminded that this NID is not insured by PERBADANAN INSURANS DEPOSIT MALAYSIA.

2. Own Evaluation of Suitability of NID/FRNID by Depositor

You acknowledge (a) that the Bank does not give any advice or recommendation with respect to NID/Floating Rate Negotiable Instruments of Deposit (FRNIDs) or their interest rates, whether written or oral, and any information or

materials made available is for general information and not regarded as any advice or recommendation in respect of any investments; and (b) that the Bank does not hold itself out as advising or any of its employees or agents as advising or having the authority to advise you as to whether or not you should enter into any NID/FRNID and or any subsequent actions relating thereto or any other commercial matters concerned with such Investment.

3. Contractual Terms

You shall have the responsibility to fully understand the terms and conditions of the NID/FRNID to be undertaken, including the circumstances under which you may become obligated to make or take delivery of the underlying subject matter. You should therefore familiarise yourself with the terms and conditions of any agreement, contract or confirmation that you may enter into with the Bank. You must fully understand your rights and obligations under that agreement, contract or confirmation. You should consult your legal adviser or lawyer to fully understand your rights and obligations.

4. Transaction costs

Your net returns from NID/FRNID would also be affected by the Bank's fees and charges, the transaction costs (i.e. commission, fees and other charges) charged by the Bank and the counterparty and applicable withholding taxes.

5. Bank under no obligation to buy its own NID/FRNID

The Bank is not obliged to repurchase a NID/FRNID from you. You may not be able to liquidate a NID/FRNID prior to its stated Maturity Date if there are no interested buyers. As transactions are customised and not fungible, engaging in a transaction with another party to offset a transaction you have entered into with the Bank will not automatically close out those positions (as would be true in the case of equivalent exchange traded futures and options) and will not necessarily function as a perfect hedge.

6. Price Risks

The normal pricing relationships between the underlying NID/FRNID and the financial derivatives may not exist in certain circumstances. The absence of an underlying reference price may make it difficult to assess "fair" value and hence negotiate or sell the NID/FRNID in the secondary market. As the prices and characteristics of the NID/FRNID are individually negotiated and there may not be a central source for obtaining prices from other sources, there can be inefficiencies in their pricing. The Bank is under no obligation to quote prices for transactions in the secondary market and the Bank makes no representation or warranty and bears no responsibility or liability whatsoever, for prices quoted or that prices quoted by the Bank is correct or the best prices available to you. You have to make your own evaluation of the pricing and should take independent advice from your accountants, tax consultants, lawyers or other professionals. The Bank may make returns from the NID/FRNID no matter what result the transaction has from your point of view.

7. Tax Risks

Before entering into any NID/FRNID, you should understand the tax implications of doing so. Different NID/FRNIDs may have different tax implications and the tax implications may be dependent on your business activities and the transaction in question. You should consult your tax adviser to understand the tax implications.

8. Investment Risks

You shall be fully responsible for monitoring the performance and continuing appropriateness of your NID/FRNID. The Bank and its affiliates (including related companies) may hold positions in assets, securities, currencies, interest rates or other derivatives for itself or other clients which may not be consistent with any advice given by its employees or officers. Any risks associated with and any losses suffered as a result of the Bank establishing any NID/FRNID on your instructions are for your account and is your sole responsibility. You shall indemnify and keep the Bank indemnified against losses or liabilities the Bank may incur in connection with any of the foregoing.

9. No certainty in interest payments

You understand that NID/FRNIDs are a non-traditional deposit comprising three essential features which pose investment risks – firstly, the deposit is subject to an interest rate formula, secondly, no certainty on interest payments and the possibility of zero interest in the worse case scenario for any applicable interest period and thirdly, a possible early termination of the NID/FRNID by the Bank if the NID/FRNID is callable.

10. Nominal value of NID/FRNID amount repaid on stated Maturity Date

You understand that the nominal value of the NID/FRNID will be repaid to you on the stated Maturity Date provided you hold the NID/FRNID up to Maturity Date.

11. Negotiating NID/FRNID in secondary market may incur capital losses

You understand that negotiating or selling a NID/FRNID before its stated Maturity Date may result in diminution in the nominal value of the NID/FRNID. The loss is unascertainable and depends on the prevailing market condition.

12. Early Redemption by Bank

If the NID/FRNID has callable features, the Bank is entitled (**but is under no obligation**) to redeem the NID/FRNID in the manner and at such times stated in the Term Sheet. The Bank also reserves the absolute right to redeem NID/FRNIDs on any interest payment date and repay to you the nominal value together with interest proceeds (if applicable).

13. Risks of Interest Fluctuation

You understand and acknowledge that the tenor of the NID/FRNIDs and the interest rate is subject to the risk of fluctuations and there is a risk of zero interest. You have carefully and independently studied the interest rate movements, rate of return, understand the risks arising from movements in the rate of return and confirm that the NID/FRNID is suitable in light of your own financial and investment objectives.

14. NID/FRNID for Hold-To-Maturity

You understand that you should not establish any NID/FRNIDs with the Bank unless you have sufficient funds or liquidity so as to enable you to hold the NID/FRNID with the Bank until the Maturity Date. Any sale of the NID/FRNIDs by you prior to the Maturity Date may result in you receiving less than the nominal value.

15. Market Risk

Payments or receipts under an NID/FRNIDs will be linked to changes in the value of one or more financial or commodity market prices, rates or indices or other underlying subject matter to which the NID/FRNID is linked and you will be exposed to price volatility in that market or subject matter. Such changes, which can be sudden and large, may cause you to suffer significant losses both in terms of the amounts you have to pay under the terms of the transaction being greater than the amounts you receive and the amount it might cost you to sell or unwind the NID/FRNID prior to its stated Maturity Date. Where a NID/FRNID is "structured" or made up of several instruments, you should be aware that there is risk associated with each instrument evaluated separately and the risk of the transaction evaluated as a whole.

16. Economic Risk

The prices and characteristics of over-the-counter transactions are individually negotiated and there is no central source for obtaining prices, there are inefficiencies in transaction pricing. The Bank consequently cannot and do not warrant that its prices or the prices it secures for you are or will at any time be the best price available to you. The Bank may make returns or profits from a transaction with you no matter what result the transaction has from your point of view.

17. Currency Risk

You would incur additional risk of currency fluctuations where you effect NID, FC NIDs or FRNIDs involving different currencies, or where you carry on your ordinary business or keep your accounts in a currency other than the base currency in which the transaction is denominated.

18. Risks on Option Transactions

Option transactions can be very risky and can be extensively customised. You should pay particular attention to the terms governing an option, especially to the terms on which an option may be exercised. If you are the purchaser of an option and fail to exercise the option or if the purchased option expires worthless, you will sustain a total loss of the option premium and transaction costs in purchasing the option. If an option is exercised by you, you would obtain a corresponding position in the underlying subject matter of such option. The risk of selling (writing) options is considerably greater than the risk involved in buying options. If you buy an option, you cannot lose more than the premium. If you sell (write) an option, the risk can be unlimited. If the purchaser exercises the option, your obligation is to settle the option

in cash or acquire or deliver the underlying contract. If the option is covered by a corresponding position in the underlying contract or by another option, the risk may be reduced and if the option is not covered your possible loss will be unlimited. The seller of a call option who does not have a long position in the underlying contract is subject to risk of loss should the price of the underlying contract be higher than the strike price upon exercise or expiration of the call option by an amount greater than the premium received for selling the call option. If you have a long position in the underlying contract, you are subject to the full risk of decline in the price of the underlying contract reduced by the premium received. In exchange for the premium received for selling the call option, you give up all potential gain resulting from an increase in the price of the underlying contract above the strike price. The seller of a put option who does not have a short position in the underlying contract is subject to risk of loss should the price of the underlying contract decrease below the strike price upon exercise or expiration of the option by an amount in excess of the premium received for selling the put option. If you have a short position in the underlying contract, you are subject to the full risk of a rise in the price of the underlying contract reduced by the premium received. In exchange for the premium received for selling the put option, you give up all potential gain resulting from a decrease in the price of the underlying contract below the strike price.

19. Securities

Where the NID/FRNID is linked to indices or other assets, you will be exposed to the volatility of the various stock exchanges or other financial markets in which the shares, stocks, warrants, bonds, debentures, notes, debt securities and other securities (collectively the "securities") are traded. In particular, the value of securities may experience downward movements and may under some circumstances even become valueless. There is therefore an inherent risk that losses rather than interest payments may be incurred as a result of buying or selling securities or buying or selling options on securities. In particular, you should refer to the paragraph on Market Risk to understand the impact which market forces may have on the securities. The Bank is entitled to act upon your instructions and you cannot assume that the Bank will warn you if your instructions are ill-timed or inadvisable for any reason or if the instructions are likely to cause you loss.

20. Credit Risk

You are taking on the Bank's credit risk. You are placing funds with the Bank and are therefore relying on the Bank's ability to pay any interest amount on interest payment date, if applicable, and the redemption amount on the maturity date.

Risk Disclosure for Fund

- 1.1 You acknowledge that the Funds are subject to investment risks and market risks, including possible loss of the principal amount invested. You represent and warrant that you understand and are fully aware of the risks involved in investing in Units and in the Fund and that you will obtain from either the Bank or the relevant Manager or Fund up-to-date versions of the Prospectus or any materials supplied by the relevant Manager or Fund that might exist on the date of the transaction and the date of the instructions given by you to the Bank. You acknowledge and agree that the Bank shall have no liability or responsibility whatsoever to you for any error, misstatement or omission in any Prospectus or materials prepared by or issued by any Manager or Fund.
- 1.2 You acknowledge the desirability of seeking independent financial or professional advice with respect to any dealing in Units or Fund or investments or investment opportunities. You acknowledge that any dealings in the Fund or Units is yours solely and exclusively based on your own judgment and after your own independent appraisal and investigation into the risks associated with such dealings or otherwise.

Risk Disclosure for Bonds

- 1.1 The Bonds are subject to the actual and perceived measures of credit worthiness of the issuer and the guarantor (if applicable). There is no assurance of protection against a default by the issuer / guarantor (if applicable) in respect of repayment obligations. In the worst case scenario, you might not be able to recover the principal and any profit if the issuer and the guarantor (if applicable) default on the bond. If the Bond is redeemed or sold prior to maturity, you may lose part of the principal.
- 1.2 For the opportunity to earn potentially higher returns than would be possible with a fixed deposit, you must be willing to accept the extra risks that apply to the original investment amount and the interest that the investment earns.

For convertible bonds only:

- a. You have the right to convert convertible bonds into ordinary shares. The terms of the conversion are set out in the bond agreement when the bonds are issued.

- b. The prices of convertible bonds are also affected by movements in the price of the common stock which the bond can be converted into. Generally, when the price of the common stock falls, the prices of the convertible bonds also fall.

For perpetual bonds only:

- a. Perpetual bonds do not have a fixed maturity date and we can usually redeem (recover the original investment) them on certain dates.
 - b. Perpetual bonds are more sensitive to movements in interest rates, so their prices are less predictable than a bond with a fixed maturity date.
- 1.3 There are foreign exchange rate risks for investing in a currency that is different from your base currency. The risks can result in a loss of your original investment.
- 1.4 You could lose some or all of your original investment if the issuer goes into default (for example, it goes into liquidation or is declared bankrupt). This means you are not guaranteed to receive the money you originally invested.
- 1.5 Prices for bonds are affected by movements in interest/profit rates. Generally, when interest/profit rates rise, prices of bonds will fall. If bonds are sold before the maturity date, when interest/profit rates are rising, you could suffer a substantial loss on your original investment.
- 1.6 Bonds can be redeemed (the original investment can be recovered) by the issuer before the maturity date. If this happens, the issuer will return your original investment in cash. If you decide to re-invest the money you receive in another bond, the market conditions that apply at that time may not be as good as they were when you made your original investment.
- 1.7 You may be exposed to liquidity risk when you face difficulty in finding a buyer when you want to sell your bonds. Therefore, you could suffer a substantial loss on your original investment as you sell at a significant discount to market value.
- 1.8 If you sell the bond before the maturity date, the sale price will depend on the prevailing market prices and these can be higher or lower than the initial purchase price, You may suffer a substantial loss on your original investment if the current price is substantially lower than initial purchase price.
- 1.9 If you wish to sell the bond purchased through the Bank, the Bank may repurchase it on best effort basis based on the prevailing market price under normal market circumstances, but the buying price may differ from the original selling price due to changes in market conditions.
- 1.10 The secondary market for the bond may not provide significant liquidity or may trade at prices based on the prevailing market conditions and may not be in line with your expectations.
- 1.11 If the bond is early redeemed, you may not be able to enjoy the same rates of return when you re-invest the proceeds in other investments.

PART C2: TERMS AND CONDITIONS GOVERNING NEGOTIABLE INSTRUMENTS OF DEPOSITS

1. Establishment of Negotiable Instruments of Deposits ("NIDs")

- a) The Bank may from time to time accept deposits in Ringgit Malaysia or foreign currency (each a "Deposit") from you and issue to the person who makes the deposit to or makes the primary purchase of the NID from the Bank ("Depositor" or "you") a NID, at par, at a premium or at a discount. NIDs may be denominated in Ringgit Malaysia ("Ringgit NID") for Ringgit deposits and/or NIDs denominated in foreign currency ("FCNID") for foreign currency deposits.
- b) You represent and warrant to the Bank that the source(s) of funds used for the Deposit is lawful under the laws and regulations (including the foreign exchange administration laws and regulations) of the jurisdiction binding upon or applicable to you and you will take all necessary actions to ensure that such laws or regulations will not be contravened and will be complied with at all times.

- c) Unless otherwise stipulated by the Bank, Ringgit NID and FC NID shall have a nominal value more than RM60,000 (Ringgit Malaysia Sixty Thousand) or the foreign currency equivalent to the RM values.
- d) The classes of NIDs which may be issued by the Bank and traded in the market include ShortTerm NIDs (SNID), Long-Term NIDs (LNIDs), Zero-Coupon NIDs (ZNIDS) and Floating Rate NIDs (FRNIDs) and NIDs from any of these classes or such other classes as may be permitted from time to time by BNM, may be issued by the Bank subject to the Bank's specifications, terms and conditions for the NID set out in the relevant Term Sheet and in the NID certificate and these terms and conditions.
- e) Upon its issue, a NID shall be delivered to the Bank as the Authorised Depository for deposit into the Depositor's NID Account with the Bank or if the Bank declines to be the Authorised Depository, to such other Authorised Depository designated by the Depositor and the NID must be held at all times in the custody of the Authorised Depository as designated by the Depositor or the Bearer, as the case may be. The NID Account shall be governed by these Terms and Conditions and such other rules and guidelines regulating Authorised Depositories (as amended varied or supplemented from time to time) laid down by BNM or other relevant regulatory authority or body from time to time.
- f) Notwithstanding anything herein contained, the Bank has the absolute discretion not to proceed with the issuance of any NIDs on or before its issue date, for any reasons whatsoever, including without limitation, changes in market conditions, the lack of or insufficiency of deposits to achieve the returns or because the Bank's deposit target is not met.

2. Negotiability of NIDs

- a) NIDs are negotiable and entitles the person who has acquired ownership of the NID ("Bearer"), through an Authorised Depository in accordance with the rules and trading guidelines laid down by BNM ("the Guidelines" which expression shall include all amendments, variations and supplements which may from time to time be made thereto), to all rights under the NID.
- b) In effecting a sale or purchase of NID, the seller or buyer of a NID shall each forward a written notification to their respective Authorised Depositories on the sale and purchase of a NID and the identity of the counterparty, to allow the seller's Authorised Depository to deliver the NID to the buyer's Authorised Depository within the time frame stipulated in the Guidelines. Unless otherwise specified by the Bank, such written notification together with such other documentation (such as transfer form or other documents, authorisations or instructions) as may be required by the Bank duly executed by the buyer and seller, if applicable must be received by the Bank from the seller or buyer of the NID for whom the Bank is the appointed Authorised Depository, at least two (2) Business Days before the date of transfer ("Trade Date").
- c) In effecting a sale of NID, the Bank shall be entitled to conduct an assessment on the buyer's suitability to purchase the NID and the Bank is entitled to refuse the transfer of the NID to the buyer if the Bank's assessment indicates that the NID is not suitable investment for the buyer based on his risk profile.
- d) Settlements of trades in NIDs through RENTAS shall be effected within the cut-off times for settlement stipulated in the Guidelines and must be made in Ringgit Malaysia. For FCNID, the settlement shall be made by means mutually agreed between buyer and seller.

3. Payment of Coupon and Redemption of NIDs (where Bank is issuer of NID)

- a) The Bank will pay the coupon (payable on each interest payment date) and the nominal value of the NID (payable on the maturity date of the NID) to the Authorised Depository, acting on behalf of the Depositor or Bearer, in the following manner:-
 - i. if the NID certificate is presented over the counter or a debit notification is received by the Bank (where the NID is kept by the Bank) one day before the interest payment date, the Bank will pay the coupon proceeds, by 11.00 am or such later time as may be permitted under the Guidelines on the interest payment date;
 - ii. on or after the interest payment date, the Bank will pay the coupon proceeds, by 5.30 pm or such later time as may be permitted under the Guidelines on the date that the NID certificate is presented or the debit notification is received;
 - iii. if the NID certificate is presented over the counter:-
 - one day before the maturity date, the Bank will pay the nominal value of the of the NID by 11.00 am or such later time as may be permitted under the Guidelines;

- on or after the maturity date, the Bank will pay the nominal value of the of the NID by 5.30 pm or such later time as may be permitted under the Guidelines;
- iv. if an interest payment date or the maturity date falls on Saturday or Sunday or known public holiday, the coupon proceeds or the nominal value as the case be, shall be payable on the next Business Day, but if the next Business Day crosses into the next month, the interest payment date will be the preceding Business day before the interest payment date;
 - v. if an interest payment date or the maturity date, falls on an unexpected holiday in Kuala Lumpur and the financial center of such currency of the NID, the coupon proceeds or the nominal value as the case be, shall be payable on the next Business Day, irrespective whether the next Business Day crosses into the next month. The Bank will pay compensatory interest calculated in the manner prescribed under the Guidelines only for the specific classes of NIDs which the Bank is required under the Guidelines to pay such compensatory interest.
- b) In the event the NID is presented after its maturity date or interest payment date, the Bank shall not be required to pay more than the nominal value plus any applicable coupon proceeds or the coupon proceeds as the case may be, subject only to the provisions for unexpected holiday in this Clause 3(a) (v) above.
 - c) All payments by the Bank of coupon and nominal value of an NID to an Authorised Depository (for the benefit of the Bearer of a NID) shall be made by electronic funds transfer through RENTAS or by such other means as may be designated by the Bank or mutually agreed between the Bank and the Authorised Depository.
 - d) The Bank may issue NIDs with callable features in which the Bank reserves the right (but has no obligation) to prematurely redeem the NID subject to the conditions stipulated under the Guidelines. In addition to the aforesaid, the Bank may purchase and redeem its own NID prior to its maturity date subject to the NID having been issued and outstanding for at least 1 calendar month provided always if the NID is a FRNID, the Bank may only redeem the NID prematurely on an interest payment date. Upon redemption of the NID or if the NID has been called by the Bank, it shall be cancelled.
 - e) Save as provided in Clause 3(d) above, the Bank shall not buy its own NID and a person shall not sell to the Bank a NID issued by the Bank.

4. Denomination, Splitting and Combination of NIDs issued by the Bank

- a) Bearers of NIDs may subject to payment of such fees as may be imposed by the Bank and the surrender of the NID certificate to the Bank, request Ringgit NIDs issued at denomination greater than RM60,000-00 be split into smaller denominations, subject to a minimum denomination of RM60,000-00 per certificate after splitting.
- b) Upon splitting or combining the NID, the Bank will cancel the surrendered certificate(s) and issue new certificate(s) to the bearer as replacement as soon as practicable but no later than 5 Business days or such other time frame as may be stipulated by the Bank after the surrender of the old NID certificate(s).
- c) For NIDs issued in foreign currency, the denomination value, minimum and maximum nominal value, the amount on splitting or combination, as the case may be, per certificate shall be in the foreign currency equivalent to the respective Ringgit values as stated in this Clause 4(a).

5. Instructions on NIDs

- a) The Bank may, from time to time and at its discretion, accept and act upon instructions from the Depositor for the purchase of a NID or with regard to any matter in connection with NID or the NID Account, whether such instructions are oral or written and whether given by telephone, mobile, post, facsimile transmission or other electronic means ("Instructions") and the Bank shall be entitled to rely, act on and treat such Instructions as the proper and duly authorized instruction of the Depositor without enquiry on the part of the Bank as to the identity of the person giving or purporting to give such notice or instructions or as to the authenticity of such Instructions. The NID issued pursuant to such Instructions shall be binding on the Depositor and shall be for the Depositor's account and risk. The Bank shall bear no responsibility nor be liable for acting on any such Instructions, unless the loss is attributable solely to the negligence of the Bank. Instructions once issued are irrevocable. The Bank shall be entitled to record all telephone or mobile conversations and Instructions relating to each NID and the Depositor agrees that the Bank shall be entitled to use such recordings and transcripts thereof as evidence in any dispute. The Depositor acknowledges that the Bank is only required to carry out Instructions in accordance with its established and regular business practices, procedures and policies and accordingly may at its discretion decline any Instructions.

- b) The Bank will issue confirmation to the Depositor ("Confirmation") after the execution of each Instruction for the purchase of NID. Instructions relating to other matters will not be confirmed. The terms specified in each Confirmation shall be taken as agreed by the Depositor unless the Bank receives notice in writing from the Depositor of any errors within fourteen (14) days after the issue date. All Confirmations shall be final, conclusive and be binding on the Depositor, in the absence of manifest error.
- c) The execution by the Bank of any Instructions shall constitute a binding contract and the Depositor shall be bound to perform the contract according to its terms. Such transactions will not be subject to receipt by the Bank of any written confirmation from the Depositor or receipt by the Depositor of a Confirmation issued by the Bank and if the Depositor fails to perform its obligations, the Depositor will be liable for and shall indemnify the Bank for all cost and losses incurred or suffered.
- d) Any Confirmation, notice or communication to the Depositor shall be validly given if it is sent by facsimile, by personal despatch or courier, by ordinary post or by e-mail to the Depositor's last known residential/office address or its e-mail address registered with or maintained by the Bank or is communicated to the Depositor by telephone or mobile.
- e) The Bank shall be under no duty to enquire into the genuineness or authenticity of the Instructions and these terms and conditions shall not be affected by any misuse or unauthorized use of such communication. The Depositor shall indemnify the Bank in full against all loss, claims, demands, costs, damages, expenses and all other liabilities whatever which the Bank may incur in consequence of its accepting and acting on such Instructions, unless the loss is attributable solely to the negligence of the Bank.
- f) In addition to the aforesaid, the Bank may prior to acting on any Instructions with regard to an NID or the NID Account (whether or not the Bank is also the issuer of the NID) require from the Depositor or Bearer such other documentation (such as transfer form, redemption form or other documents or authorisations duly issued or executed by parties prescribed by the Bank) and further stipulating that such documentation must be received by the Bank within a prescribed number of days before the Instructions can be effected.

6. Calculation Agent

The Bank shall be the calculation agent for the purposes of determining the various amounts payable or the value of the Underlying Asset (in the case of FRNID), as the case may be. The Bank shall discharge its duty as calculation agent in good faith.

7. Withdrawal of the Principal Amount Prior to Maturity Date

Withdrawal of the Deposit or termination by the Depositor and/or Bearer of any NIDs, or any part thereof, prior to the maturity date, may be made upon such terms and conditions as the Bank may impose, including early termination charges (if any) or administrative fees, such charges and fees permitted under the Guidelines and such other fees or charges as it may decide to impose subject to approval (if required) from BNM or any other regulatory authority and to be calculated in accordance with such formula as the Bank may prescribe from time to time in connection with that NID. While the Bank may provide periodic mark-to-market valuations to the Depositor and/or Bearer, the Depositor and/or Bearer acknowledge and agree that the Bank's determination of the value of the NID prior to the maturity date in accordance with its usual practices from time to time prevailing shall, in the absence of manifest error, be final, conclusive and binding notwithstanding that the Depositor and/or Bearer have the right to raise any query or require clarification or particulars of the manner of calculation relating thereto.

8. Bank Not Liable due to reason beyond Bank's control

The Bank shall have no liability whatsoever and shall not in any way be liable for any delay or failure on its part to perform any obligations hereunder or for any inconvenience, loss, injury, damages suffered or incurred by the Depositor or Bearer due to any reason beyond the Bank's control, including but not limited to restrictions on convertibility or transferability, fire, earthquake, flood, epidemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any failure or disruption to telecommunication, network services, electricity, water, fuel supply (such as breakdown or failure or temporary disruption of transmission or communication or computer facilities, network services or electrical power outage), lockdown or any factor in a nature of a force majeure.

9. Bank Discharged from Further Liability after Payments

- a) The Bank shall be discharged from its entire liability as the issuer of a NID in respect of payment of coupon proceeds or payment of the nominal value on maturity date or redemption proceeds (upon exercise of its call or early redemption prior to maturity date), upon payment of such proceeds to the Authorised Depository of the Bearer by electronic fund transfer through RENTAS or by such other mode as designated by the Bank or agreed with the Authorised Depository.
- b) Where the Bank is the Authorised Depository (whether or not the Bank is also the issuer of the NID), the Bank shall be discharged from its entire liability as Authorised Depository upon crediting the coupon proceeds or nominal value on maturity date or redemption proceeds as the case may be, to the designated account of the Depositor or Bearer. The Depositor and the Bearer shall have no claims whatsoever against the Bank as issuer of the NID or as Authorised Depository in respect of any loss or deficiency in such proceeds.
- c) The Bank shall be entitled to effect payments of coupon proceeds, nominal value or redemption proceeds under this Clause net of any deductions, withholding tax or any other taxes, including goods and services tax or levies imposed on such payments or transfers under the law.
- d) In the event that any goods 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 you and you shall pay to the Bank on demand a sum equivalent to the amount of such goods and services tax or other taxes, levies or charges.

10. Bank's Fees and Charges

The Bank shall charge the Depositor and/or Bearer such fees and charges as may be permitted under the Guidelines and such other fees or charges as it may decide to impose subject to approval (if required) from BNM or any other regulatory authority. Such fees and charges shall be paid in full (without any deductions, set-off or withholdings) and may be deducted by the Bank from the Deposit or the Depositor's other accounts with the Bank. The fees and charges of the Bank are exclusive of goods and services tax, or any other tax of similar nature ("indirect tax") which if payable shall be for the account of the Depositor and/or Bearer. If any deduction or withholding is required by law, the Depositor and/or Bearer shall forthwith pay to the Bank or authorize the Bank to deduct from his account, such additional amount so that the net amount received by the Bank will equal the full amount which would have been received by it had no such deduction or withholding been made.

11. Bearer of NID bound by these Terms and Conditions NID

The Bearer of a NID issued by the Bank (regardless whether the Bank is also the Authorised Depository of the NID) shall be bound by these terms and conditions and the Bank's specifications, terms and conditions for the NID set out in the relevant Term Sheet, the relevant Confirmation Letter and in the NID certificate.

12. Miscellaneous

- a) Where the Bank is the issuer of a NID and is also the Authorised Depository for the Depositor or Bearer, the following provisions shall apply in respect of the Depositor and the Bearer of such NID.
 - (i) Where 2 or more persons are included in the term "Depositor" or "Bearer" all obligations and covenants in these Terms and Conditions shall be deemed to be made by and binding on each of the Depositor or Bearer (as the case maybe) jointly and severally and the property in the NID shall be deemed a joint property (or joint deposit) with right of survivorship;
 - (ii) The Deposit and the rights under the NID and the NID Account shall not be terminated by the death or incapacity of any of the Depositor or Bearer but shall remain in full force for the remaining Depositor or Bearer. Upon notice of death of any one or more of the Depositors or Bearers, the Bank shall be entitled to pay the coupon proceeds and/or the nominal value of the NID to the survivor and if more than one survivor in their joint names provided that prior to such payment the Bank shall be entitled with 7 days prior notice set off the indebtedness of any of the Depositors or Bearers under any account with the Bank and/or with any company within the OCBC Group (as defined below) from the payment;
- b) In the case of joint applicants (i) all instructions on a primary purchase of NID or with regard to any matter in connection with NID or the NID Account shall be given by all the Depositors named in the NID Application Form unless otherwise instructed in writing by all the Depositors; and (ii) all instructions with regard to the rights and entitlements of the Bearer (including with regard to the opening, operation or closure of the account of the Bearer with the Bank as Authorised Depository for the NID) under the NID, shall be given by all the applicants named in the NID Application Form unless otherwise instructed in writing by all the applicants. In the case of corporate

Depositor, all instructions shall be given by the person authorized by the corporate Depositor. If prior to acting on any instructions given by the person authorised by the respective applicants named in the NID Application Form, the Bank receives contradictory instructions from the other Depositor or Bearer, the Bank may choose to act only on the mandate of all the Depositors or all the Bearers as the case maybe.

13. Perbadanan Insurans Deposit Malaysia (PIDM)

NID is not protected by PIDM.

PART C3: TERMS AND CONDITIONS GOVERNING STRUCTURED INVESTMENTS

1. Establishment of Structured Investment

1.1 You (hereinafter referred interchangeably as “Customer” or “Investor”) shall request and apply with the Bank to establish such number and type of investment(s) in your name as you may from time to time instruct and such investments may be Principal Protected Investments or Non Principal Protected Investments (each an “Investment”).

1.2 The Bank may at its absolute discretion prescribe a minimum investment amount for all or in respect of each type of Investment and that increments in the amount invested must be made in multiples of such minimum amount determined by the Bank from time to time.

1.3 The Bank has full discretion at all times to prescribe the subject matter or type of asset (including without limitation equities, bonds, other securities, index, currency, commodity or other assets or combination of assets) which may qualify as underlying assets (“Underlying Assets”) for the Investment;

2. Placing of Investment

2.1 Subject to you investing with the Bank a principal amount (the “Principal Amount”) for a term and subject to the terms and conditions as specified in the term sheet issued by the Bank (“Term Sheet”) for the Investment selected by you and the term sheet shall form an integral part of these Terms and Conditions, you acknowledge that the terms in Clause 2.2 shall apply to Principal Protected Investments and the terms in Clause 2.3 shall apply to Non-Principal Protected Investments.

2.2 Principal Protected Investments

- (a) On or before the Start Date (as stipulated in the Term Sheet), the Bank shall notify you of the formula (“Formula”) for calculating the returns on the Investments (“Returns”), the Payment Dates of the Returns, the Maturity Date and the other terms of the Investment (each as stipulated in the Term Sheet);
- (b) On each Payment Date, subject to Clause 2.4, and provided the conditions for payment specified in the Term Sheet are satisfied, the Bank shall pay to you the Returns calculated in accordance with the Formula;
- (c) On Maturity Date (unless the Investment has been terminated in accordance with Clause 2.4 or Clause 4), the Bank shall repay to you the Principal Amount together with the Returns (if any) for the immediately preceding Period;
- (d) Notwithstanding Clause 2.2 (c) above, the Bank shall have the right to terminate the Investment in whole or in part at any time by giving prior notice to you (the “Early Termination Option”) in accordance with the terms in the Term Sheet and repay to you the Principal Amount together with the Returns (if any).

2.3 Non-Principal Protected Investments

- (a) You acknowledge that under such an Investment, you establish an Investment and sell to or purchase from the Bank a put or call option, as the case maybe, on the Underlying Asset subject to terms quoted by the Bank and agreed to by you as reflected in the Term Sheet such as tenor of the Investment, Maturity Date, the applicable rate of returns, the Strike Rate/Price (i.e. the purchase price of the Underlying Asset upon exercise of the option), the reference price of the Underlying Asset, and the terms for the exercise of the option by you or the Bank.

- (b) You further acknowledge that in the case where it sold an option to the Bank, the Bank has the absolute right to deliver to you on the Maturity Date of the Investment, the Underlying Asset instead of paying you the principal and Returns of the Investment and that although the value of the Underlying Asset to be delivered on Maturity Date has been predetermined based on the terms in the Term Sheet, you are subject to the risk of fluctuation in the Underlying Asset.
- (c) If the Bank does not exercise the option, then on Maturity Date of the Investment, the Bank will pay you the Principal and Returns (if any) based on the Formula.

2.4 Notwithstanding anything herein contained, the Bank has the absolute discretion not to proceed with the investment of the Principal Amount on or before the Start Date for any reasons whatsoever, including without limitation, the lack of or insufficiency of funds for carrying out your investment Instructions or if the Bank's investment target is not met.

3. Calculation Agent

The Bank shall be the calculation agent for the purposes of determining the various amounts payable or the value of the Underlying Asset, as the case may be. The Bank shall discharge its duty as calculation agent in good faith.

Disclosure of Interests: You fully understand that the Bank plays a variety of roles in connection with the Structured Investment including acting as Calculation Agent and hedging its obligations under this Structured Investment. The Bank and/or any of its related companies, in the ordinary course of their business, may also effect transactions for their own account or for the account of their customers. In conducting such business neither the Bank nor any of its related companies is obliged to take into account your circumstances or act in a manner which is favourable to you. You fully understand that such activity may, or may not affect the value of the Structured Investment and you are aware that a conflict may arise.

4. Withdrawal of the Principal Amount Subject to the Consent of the Bank

4.1 Withdrawal of the Principal Amount prior to the Start Date or Maturity Date, as the case may be, may only be made with the consent of the Bank and upon such terms and conditions as the Bank may impose, including premature withdrawal charges and/or administrative fees, such charges are calculated as the replacement cost of the Investment for the remaining tenor at the then prevailing market rate which can result in you losing all or part of the Principal Amount invested. No Returns will be payable on the Principal Amount on premature withdrawal of the Investment unless stated otherwise in the Term Sheet.

4.2 Any premature withdrawals must be for the whole Principal Amount and not part thereof. Any instructions for premature withdrawal must be received on or before the 15th and last business day of each month or such other time frame permitted by the Bank for Principal Protected Investments and for Non-Principal Protected Investments, such instructions may be given to the Bank within such time frame specified by the Bank and payment of the Principal Amount less any premature withdrawal or early termination charges and/or other charges may be made 5 Business Days after the Bank's receipt of the instructions. Where instructions for premature withdrawal of Principal Protected Investments are received after the 15th and last business day of any month (or such other permitted time frame), the instructions will be processed the following month, unless otherwise agreed by the Bank.

4.3 Premature withdrawal of Investments (whether for Principal Protected Investments or Non Principal Protected Investments), in addition to the consequences in Clause 4.1 and 4.2, may also have the effect of reducing the expected Returns and/or reducing the amount of principal and/or give rise to capital losses.

5. Payments

5.1 The Bank shall be discharged from its entire liability with respect to the Investment when:-

- a) the Principal Amount and Returns (if any) is credited by the Bank on the Maturity Date in accordance with Clause 2.2(c) to your account maintained with the Bank; or
- b) the Principal Amount and Returns (if any) are credited by the Bank in accordance with Clause 2.2(d) to your account maintained with the Bank; or
- c) the amount due to you as determined by the Bank, is credited by the Bank in accordance with Clause 4 to your account maintained with the Bank; or

- d) the Principal and Returns are credited by the Bank on the Maturity Date in accordance with Clause 2.3 (c); or
- e) the Underlying Asset at the value determined by the Bank in accordance with the Term Sheet is delivered to you in accordance with Clause 2.3 (b).
- f) Bank shall be entitled to effect the payments under this Clause net of any deductions, withholding tax or any other taxes, including goods and services tax or levies imposed on such payments or transfers under the law.

5.2 In the event that any goods 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 you and you shall pay to the Bank on demand a sum equivalent to the amount of such goods and services tax or other taxes, levies or charges.

6. Miscellaneous

6.1 In the case of Investments held in joint names, the Investment will vest in the survivor in the event of death of one of the Customers. Upon the Bank's receipt of notice of death of any one of the Customers the Bank shall be entitled to pay the Investment on its maturity or early termination, as the case may be, to the survivor. Prior to such payment, the Bank shall be entitled with 7 days prior notice to set off the indebtedness of any of the Customer under any account with the Bank and/or with any company within the OCBC Group from the Investment. All obligations and covenants in these terms and conditions shall be taken to be made by and binding on each of the Customers jointly and severally.

6.2 In the case of Investments held in joint names, all instructions shall be given by all the Customers named in the Application Form, unless otherwise instructed in writing by all the Customers. If prior to acting on any instructions given by the authorised person, the Bank receives contradictory instructions from the other Customer or Customers, the Bank may choose to act only on the mandate of all the Customers.

7. Perbadanan Insurans Deposit Malaysia (PIDM)

7.1 Structured Investment products are not protected by PIDM.

PART C4: TERMS AND CONDITIONS GOVERNING UNIT TRUST INVESTMENT SERVICES

1. Provision of OCBC Investment Services

1.1. These terms and conditions govern the OCBC Investment Services provided by the Bank to you who are desirous to hold, subscribe, switch, transfer or redeem Units in any Fund.

1.2. Your acceptance of the terms and conditions herein contained constitutes a valid and subsisting agreement between you and the Bank under which the Bank may act on your behalf in connection with your acquisition or sale of any Units in accordance with the terms and conditions herein.

1.3. You may apply to the Bank for the holding, subscription, switching, transfer or redemption of Units, by you completing and signing the Bank's forms prepared for such purposes or in such other manner as the Bank may make available to you. You must fill in / provide all relevant information and fulfil all the required conditions, and your application will be assessed by the Bank. The Bank may approve the application subject to conditions or the Bank may reject the application. You may need to apply for other services to facilitate your holding, subscription, switching, transfer or redemption of Units, such as Custody Services or Electronic Services which are subject to separate set of terms and conditions.

1.4. The Bank will make available to you the most recently published editions of Prospectuses issued by or relating to one or more Fund and other materials supplied by Managers or Fund such as the latest annual reports and semi-annual reports (if available) of the relevant Fund. A Prospectus relating to the relevant Fund will be given with each application form and each application shall be made pursuant to the Prospectus.

2. Instructions for Holding, Subscription, Switching, Transfer or Redemption of Units

2.1. The Bank will on your behalf (whose identity will not be disclosed to the Managers or Funds) place orders or send requests for holding, subscription, switching, transfer or redemption of Units for you upon receipt of your Instructions and payment (of cleared funds) in relation to each holding, subscription, switching, transfer or redemption of Units .

2.2. Your applications for holdings, subscription, switching, transfer or redemption of Units may be aggregated and consolidated either daily or from time to time by the Bank and such orders or requests will be placed or sent by the Bank to the relevant Managers or Funds.

2.3. When the Bank has placed an order (consolidated or otherwise) for the subscription or switching of Units with, and after the order is accepted by, the relevant Manager or Fund, the Manager or Fund will issue the relevant Units to and register the Units in the name of the Custodian as custodian for you. The Units so issued will be allotted or allocated among the relevant Customers recorded in such order or manner as the Bank determines.

2.4. Payments for the subscriptions monies and/or all monies acquired for holding, subscription, switching, transfer or redemption. and/or any fees, costs or any other expenses which you are liable to pay under these terms and conditions, shall be made in available and freely transferable cleared funds.

2.5. You agree to make payment by way of direct debit of your account with the Bank. The Bank is irrevocably authorised by you to debit against your account all monies required for holding, subscription, switching, transfer or redemption, and/or fees and expenses payable by you . You undertake to maintain or make arrangement with the Bank to have at all times sufficient funds for making such payments or debits. Should there be insufficient funds in your relevant account for making such payments or debits, the Bank shall be entitled to reject or refuse to carry out your instructions. At your request and subject to such conditions as may be imposed by the Bank, the Bank may at its discretion allow any debit to be made even if such debit were to result in the account being overdrawn or in excess of credit limits. The Bank is entitled to impose interests and charges at the Bank usual rates and in accordance with its standard practice on such overdrawn accounts until full payment by you. The Bank may sell the Units held beneficially by you and kept with the Custodian and use the sale proceeds in settlement of any debts owing to the Bank, and/or transfer funds from other accounts maintained by you with the Bank in settlement of such debts owing to the Bank.

2.6. Redemption proceeds received by the Bank will be paid or credited in the manner specified in the redemption application. The redemption proceeds will be net of any fees, charges or expenses incurred in connection with the redemption. The Bank is not obliged to ascertain the adequacy of the redemption monies received.

2.7. Any payment made by the Bank pursuant to any instructions which the Bank reasonably believes to have been signed or made by you or your authorised signatory shall be a complete discharge and will absolve the Bank from any liability to you or to any other party.

2.8. Subscription or redemption orders or switching or transfer instructions specified in any application received from you by the Bank on any Dealing Day before the cut-off time specified or determined by the Bank in its discretion, may at the Bank's sole discretion be consolidated with other applications (if any) and the Bank will use all reasonable endeavours to place an aggregated and consolidated order or request to the relevant Manager or Fund for the same Dealing Day if payment in respect of the application is received in freely transferable cleared funds on Dealing Day before cut-off time or the time of payment determined by the Bank is before cut-off time. If such order or request is not or cannot be carried out on the same Dealing Day for any reason, the Bank shall be entitled to place or to carry out such order and request on the next Dealing Day or the date when the payment is cleared (whichever is later) and any such transaction shall be binding on you . Applications received after the specified cut-off time shall be deemed to be an application received by the Bank on the next Dealing Day and the above conditions will apply.

2.9. Where any payment is made by you to the Bank in respect of any subscription, switching or transfer of Units in a currency other than the currency in which the Fund is denominated, the Bank shall be entitled to convert the currency in which payment is made to the Bank to the currency in which the Fund is denominated to make the necessary payment for the transaction at the rate of exchange determined by the Bank in its discretion.

2.10. Where any payment is made by the Bank to you in respect of redemption of Units in a currency other than the currency in which the Fund is denominated, the Bank shall be entitled to convert the currency in which the Fund is denominated to the currency in which payment is made by the Bank to you in respect of the transaction at the rate of exchange determined by the Bank in its discretion.

2.11. Where any payment is made in foreign currency notes in respect of any subscription or redemption of Units, the Bank shall be entitled to charge, retain or deduct a commission. The Bank shall be entitled to charge, retain or deduct

bank charges, collection charges, commission and other costs and expenses where any payment is made by you to the Bank.

2.12. You will receive a confirmation statement from the Bank in respect of any holding, subscription, switching, transfer or redemption of Units issued to or switched by or to, or transferred by or to or redeemed by the Bank for you . You will also receive from time to time a statement of holdings indicating the number of Units issued by the Manager or Fund for account of you, but such Units will be kept with the Custodian acting as nominee for the Bank.

2.13. Dividends declared by any Manager or Fund will, at your option be withdrawn or be reinvested in the Fund as authorised by you , as the case may be.

2.14. Where you instruct or require a switching of Units, the Bank will subscribe for Units required by you only after the confirmation and completion of the redemption of the relevant existing Units which are being switched.

2.15. You acknowledge that your application for subscription redemption of Units may be rejected by the Manager or Fund in part or in whole. The Bank shall not be liable or responsible for any action or rejection on the part of any Manager or Fund in respect of any subscription or redemption application. If the Manager or Fund rejects the Customer's application for subscription, the Bank or its Custodian shall have no responsibility or liability for ensuring that the relevant Manager or Fund allots the Units to you or 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 subscription or redemption order by the Manager or the Fund.

2.16. The Bank may appoint agents or sub-agents for such purposes or functions as the Bank may think fit.

2.17. All instructions, orders or requests for holding, subscription, switching, transfer or redemption of Units by you will remain effective for the protection of the Bank notwithstanding your death or bankruptcy or the revocation of such instructions, order or request by any other means until notice of your death or bankruptcy or such revocation is received by the Bank.

3. Systematic Investment Plans

3.1. Monthly investment plan

3.1.1. You may apply for the establishment of a monthly investment plan by filling up the Bank's forms prepared for such purposes or in such other manner as the Bank may make available to you.

3.1.2. Pursuant to the monthly investment plan you shall make monthly payments of a fixed minimum sum into your bank account specified in the Bank's form or in such other manner as the Bank may make available to you. Such payments may be equal to or higher than the amount prescribed by the Manager of the relevant Fund regarding any regular investment scheme.

3.1.3. You will select the Funds to be subscribed or purchased under the monthly investment plan. Payment for Units in the Funds selected by you under the monthly investment plan will be debited from your bank account on a specific day of each month ("Debit Day") determined by the Bank.

3.1.4. Where any payment is made by you to the Bank for subscription of Units of a Fund selected by you under the monthly investment plan in a currency other than the currency in which the Fund is denominated, the Bank shall be entitled to convert the currency in which payment is made to the Bank to the currency in which the Fund is denominated to make the necessary payment for the subscription at the rate of exchange determined by the Bank in its discretion two business days after Debit Day.

3.1.5. The period fixed for the monthly investment plan shall not be less than six (6) months or such other minimum period as may be determined by the Bank at its absolute discretion and made known to the Customer before he/she enters into the monthly investment plan. The monthly investment plan will remain effective for the period fixed by the Bank or until the lapse of at least 30 days from the receipt of your written notice to terminate the monthly investment plan, whichever is the earlier.

3.1.6. In the event that the debit from your bank account for the monthly investment plan is unsuccessful no investment will be made in that month unless the Bank agrees to make the investment upon receipt of funds from you during that month. The monthly investment plan will be terminated if you have insufficient money in your bank account for debiting in three (3) consecutive months. Notification of such termination will be sent to you .

3.1.7. Units purchased under the monthly investment plan will be purchased at the prevailing price on the business day after the Debit Day, including all charges in relation to the Fund as stated in Prospectus, except where payment is made in the currency other than in the currency that the Fund is denominated, in which case Units will be purchased at the prevailing price of the Fund two business days after the Debit Day.

3.1.8. The Bank shall not be liable for any losses or damage suffered by you by reason of or connected with the monthly investment plan made by you.

3.2. **OCBC|Stabiliser plan**

3.2.1. You may apply for the establishment of an OCBC|Stabiliser plan ("the Plan") in accordance with the procedure or forms prescribed by the Bank's forms prepared for such purposes or in such other manner as the Bank may make available to you.

3.2.2. You shall make a lump sum investment of a minimum amount determined by the Bank to participate in this Plan and any incremental shall be in multiples of RM1,000 or any other amount determined by the Bank for each Fund and made known to the Customer before he/she enters into the Plan ("the Lump Sum Amount").

3.2.3. The Lump Sum Amount or the balance of the Lump Sum Amount not invested will be placed in a separate savings account ("Operating Account") opened by you with the Bank.

3.2.4. The Lump Sum Amount will be invested in the Fund selected by you from a list of Funds distributed by the Bank ("the List") at the commencement point of the Plan.

3.2.5. The Lump Sum Amount will be divided into equal portions ("the Regular Investment") over the tenure of the Plan and you will complete a standing instruction to authorise the Regular Investment to be invested into the selected Funds.

3.2.6. For the Lump Sum Amount not yet invested, you may during the tenure of the Plan :

- a) change your selection of Funds (based on the latest List) and/or your distribution instructions subject to payment of a processing charge imposed by the Bank; or
- b) withdraw the full un-invested amount through closure of the Operating Account.

3.2.7. For the Lump Sum Amount invested, you may during the tenure of the Plan:

- a) switch to another Fund within the same fund house (intra-fund house switch) listed in the latest List subject to the payment of switching fees (if any) and the terms and conditions of such Fund; and/or
- b) redeem the existing Fund invested by you at the prevailing value and subscribe to any other Fund listed in the latest List at the prevailing value subject to the payment of the sales and/or service charges and the terms and conditions of such Fund.

3.2.8. The Bank reserves the right to amend the List from time to time based on the latest Funds distributed by the Bank for purposes of the Plan. The Bank will give notice to you on the changes to the List, if such changes relate to Funds selected by the Customer, in any of the modes specified in Clause 11.1.

3.2.9. This Plan cannot be used in conjunction with other promotional pricing, preferential rates or birthday programs running concurrently.

3.2.10. The first Regular Investment will be invested on the date coinciding with the commencement of the Plan and the subsequent Regular Investments will be invested at monthly intervals on the dates specified by The Bank.

3.2.11. Subject to applicable laws and regulations, the Customer may be entitled to a reduction in sales charge as determined by the Bank in its discretion.

3.2.12. The Customer is required to open and maintain an OCBC Current Account or Savings Account if the Customer does not already have such account, for the duration of the investment holdings, to enable the Bank to deposit the cash dividend (if any) and redemption proceeds upon redemption or maturity of the Funds.

3.2.13. Any cancellation of the investment during the Cooling-off Period (as defined in Clause 4.1 below) or withdrawal of any portion of the remaining Lump Sum Amount which have yet to be invested through the Plan by the Customer will result in non-completion of the Plan. In the event of non-completion of the Plan, the Customer may incur penalty charges as determined by the Bank and made known to the Customer before he/she enters into the Plan.

3.2.14. All the existing Terms and Conditions for the respective Funds, and the Bank's Savings Account and Current Account shall continue to apply herein.

3.2.15. The Bank shall not be liable for any losses or damage suffered by the Customer by reason of or connected with the Plan made by the Customer.

3. Cooling-off Right

The cooling-off right is only applicable once if you are investing for the first time in any Funds with the Bank. The cooling-off right is not applicable for any subsequent investment by you in any Funds with the Bank. If the investment in the Fund is cooled-off, you will receive the refund of the Fund investment amount and the Fund service charge paid. The Cooling-off Period is a period of six (6) business days commencing from the date of receipt of the subscription application by the Bank (if the application is received by the Bank after the cut-off time, then it is treated as being received on the next business day) or such other period specified by the relevant authority.

4. Custody of Units of Fund's Investments

4.1. The Bank requires that the Custodian acting as nominee of the Bank shall hold the Units or investments in the Fund. The Bank holds such Units in the Fund for account of the Customer.

4.2. The Bank shall not be obliged to send you any documents such as notices, proxies, circulars, rights etc or notify you of the same or the receipt of the same.

4.3. The Bank shall not be under any duty or obligation to make arrangements with the Custodian or require the Custodian to attend any meetings or to vote on any matters relating to any Fund except in accordance with your signed specific written instructions. .

5. Appointment to market and distribute

You acknowledge and agree that the Bank may be appointed by Managers and/or Fund to market and distribute the Units upon such terms and conditions as the Bank may agree with the Managers and/or Fund. Notwithstanding anything to the contrary herein contained, you irrevocably and unconditionally consent and agree to the Bank acting in such capacity.

6. Joint Holdings

6.1. If any application in respect of or relating to the holding, subscription, switching, transfer or redemption of Units ("Application") is signed or made by more than one person, it shall be binding on all such persons jointly and severally and each such person shall be bound jointly and severally by the provisions of these terms and conditions. Where more than one person holds beneficially the Units, or where more than one person has signed or made the Application, the Bank shall be entitled to act on any instructions made or signed by anyone of such beneficial holders or owners or applicants or their survivor or survivors.

6.2. Units where there are more than one person or beneficial owner shall be beneficially owned by you or persons jointly with right of survivorship. In the event of the death of anyone or more of such joint beneficial holders or holders of Units, the Bank and the Custodian shall be entitled to pay or deliver to the order of the survivor or survivors all monies or Units standing to the credit of or held or owned beneficially by the joint holders in their joint names to or to the order of survivor or survivors.

7 Others

8.1. The issue prices and redemption (realisation) prices are determined by the Managers or Fund in accordance with the relevant trust deed or prescribed procedures on Dealing Day. Any price or value given by the Bank in respect of any Unit is not final and binding and is only indicative information provided to you and the Bank shall not be responsible or liable therefore.

8.2 You represent, warrant and undertake to the Bank that particulars given to the Bank including particulars as to resident status (whether in the application or otherwise) are strictly accurate, true and complete.

8. Foreign Currency

8.1. You shall bear the risk of any act or law of any country affecting the availability of the relevant currency or resulting in the illegality of making payment in the relevant currency of any Units, Fund, securities and investments or any facility granted by the Bank to you or any deposit made by you or any redemption proceeds or other proceeds or payments denominated in the relevant currency and the Bank shall incur no liability in the event of loss resulting from a change in the applicable law, governmental regulation or order of Malaysia or of the country in which the relevant currency is issued.

8.2. Where any restrictions or controls on the trading in or on the convertibility or on the remittance of the relevant currency is imposed in the country in which the relevant currency is issued, the Bank shall be entitled to convert the relevant currency (at the Bank's usual rate and subject to the ordinary charges) forthwith and without seeking your consent into a currency of the Bank's choice.

8.3. In the preceding two subparagraphs "relevant currency" means the currency in which any Unit, Fund, securities, investments, facility, deposit or redemption proceeds or other proceeds or payment is denominated (be it the currency of account or the currency of payment).

9. Perbadanan Insurans Deposit Malaysia (PIDM)

9.1. Unit Trust Investment is a non-deposit product, therefore PIDM does not apply.

PART C5: TERMS AND CONDITIONS GOVERNING TRANSACTIONS IN BONDS

1 Eligibility

- (a) All transactions in bonds including all contracts for the purchase or sale of Bonds (collectively "Bonds") will be processed by the Bank provided that:-
- (i) you are not an undischarged bankrupt;
 - (ii) you have opened and maintained with the Bank a custody account ("Custody Account") and a foreign currency and Ringgit Malaysia savings and/or current account with the Bank ("the account(s)") for the purchase or sale of the Bonds; except that you who intend to only deal in Malaysian Ringgit Bonds, may (i) if so allowed by the Bank, instead of opening a custody account with the Bank, use your Scriptless Securities Depository System ("SSDS") account ("SSDS Account") with any SSDS participant ("SSDS Participant"); and (ii) opt not to open a foreign currency savings and/or current account.

2 Application

- (a) Any transaction or contract for the purchase and sale of Bonds (each a "Transaction") should be made orally or in writing, at any of the branches of the Bank during banking hours from Mondays to Fridays, provided always it is a Business Day.

For Order Placement Only:

You may from time to time place orders on such terms (including the execution by you of order placement forms and subject to sufficiency of funds for the Order) with the Bank for the purchase of Bonds ("Order"). The Bank will endeavour to fulfil the Order placed by you. If the Bank is able to fulfil the Order (within the price range agreed), you will be bound by the bond purchase transaction completed by the Bank based on your Order. You agree that cancellation of the Order placed is not permitted. If the Order is not fulfilled within 5 Business Days (counted from the Order Placement Date) or such other period as the Bank may agree in writing, the Order shall lapse. A fresh Order will have to be placed with the Bank.

Prior to placing the Order, you must ensure that you have sufficient funds in your Account which you have authorised the Bank to earmark for the Order. You agree that the Bank will earmark the Account on the same date that the Order is placed and if there are insufficient funds in the Account to fulfill the Order, the Bank will not execute the Order.

Any advice or instructions including Orders from you received by the Bank after 12.00 p.m or such other cut-off time as may be determined by the Bank in its sole and absolute discretion, on any Business Day shall be treated as having been received on the next Business Day. Once you enter into or submits the application for any Transaction, the same shall be irrevocable. The execution by the Bank of any Instructions shall constitute a binding contract and you shall be bound to perform the contract according to its terms. A Transaction shall not (unless the Bank otherwise specifies) be subject to receipt by the Bank of any written confirmation from you or receipt by you of a Confirmation issued by the Bank.

- (b) Application for each Transaction unless otherwise stated, must be made, in the case of individuals, in your full name appearing in your identity card or in the case of a foreigner residing in Malaysia, a passport.

The Bank reserves the right to accept or reject any application for a Transaction or to accept any application for a Transaction in part only.

- (c) The Bank reserves the right at its sole and absolute discretion to reject any application for a secondary market Transaction in Bonds submitted on a coupon payment/periodic distribution date or redemption payment date of the Bonds

- (d) You acknowledge that (1) you are entering into the Transaction as principal (and not in any other capacity); (2) neither the Bank nor any of its employees or agents are acting as a fiduciary for it; (3) the Bank does not give any advice or recommendation with respect to the Transaction, its suitability for you or any other commercial matters relating to the transaction (nor hold itself or its employees and agents out as advising on such matters); (4) you will not and have not relied on any communication (written or oral) of the Bank, its employees or agents in entering the Transaction and that you have been given the opportunity to obtain information from the Bank concerning the Transaction necessary in order for you to evaluate the merits and risks of the Transaction; (5) notwithstanding the foregoing, you are not relying on any communication (written or oral and including, without limitation, opinions of third party advisors) of the Bank as advice on (i) legal, regulatory, tax, business, investments, financial, accounting or other matters, (ii) a recommendation to enter into such Transaction or (iii) an assurance or undertaking as to the expected results of such Transaction; (6) the Transaction is entered into based on your own independent evaluation of the risks associated with the Transaction; (7) that the Bank's terms and conditions do not identify all the risks or material considerations that may be associated with the Transaction; (8) prior to transacting, you had determined without reliance upon the Bank, the economic risks and merits, as well as the legal, tax and accounting characterizations and consequences of the Transaction based upon advice from professional advisers (including your own legal, regulatory, tax, business, investment, financial and accounting advisers) as you may deem necessary to consult ; and (9) that you had determined that you are able to assume these risks.

- (e) Any scenario analysis or projections or other communication by the Bank or by any of its employees or agents on the issuer of the Bonds is provided for illustrative purposes only and is not intended to predict actual results nor does it reflect a complete analysis of all possible scenarios that may arise under any actual Transaction and no assurances are given with respect thereto. All opinions and estimates are given as of the date thereof and are subject to change. The value or returns on any Transaction may fluctuate as a result of changes in the credit of the issuer, changes in its business or market changes.

- (f) You represent that all information provided to the Bank in relation to an application for each Transaction shall be true, accurate and complete. You acknowledge and agree that any incomplete, inaccurate or erroneous information may result in delays in the processing of each Transaction and may in certain circumstances result in a rejection of the Transaction, as determined by the Bank in its sole and absolute discretion.

The Bank reserves the right to reject or decline and not proceed with any Transaction where:-

- (i) the relevant forms submitted by you to the Bank are illegible, incomplete, erroneous, completed wrongly, not properly authorised, not in conformity with the instructions in the relevant forms or which is not submitted within the times specified in Section 2(a) above. The decision of the Bank to accept or reject the relevant forms is final and you agree to be bound by the Bank's decision. You agree that the Bank shall not be responsible or liable to you in any manner whatsoever should the relevant forms be lost, destroyed or misplaced through no fault of the Bank or due to any force majeure event; or
- (ii) you have no or insufficient funds in your (aa) Account(s); and/or (bb) the Custody Account; and/or (cc) the SSDS Account, as the case may be, to effect payment for the Transaction; or
- (iii) any of your instruction is ambiguous or inconsistent with any other instruction. Notwithstanding the foregoing, the Bank shall be entitled to rely and act in accordance with any reasonable interpretation thereof which it believes in good faith to be the correct interpretation. You shall not hold the Bank liable in any way for acting on your instructions.

- (g) You are aware that the Bank reserves the right to allot in full or in part or not at all for any application for new issues of Bonds subject to the availability of sufficient funds in your account(s) with the Bank. The Bank may, at its discretion, require you to place funds with the Bank before your application for each Transaction.
- (h) You shall ensure that there are sufficient funds/cash in any of (aa) your account(s) ; and/or (bb) the Custody Account and/or the SSDS Account, as the case may be, to make payment for the purchase of the Bonds

For the avoidance of doubt, cash shall mean the credit balances in your account(s) with the Bank and does not include physical cash. If there is any shortfall of funds for the purchase of the Bonds, the Bank reserves the right to sell or liquidate the Bonds which you have contracted to buy at such price and in such quantities as the Bank may think fit in accordance with market practice.

3 Successful/Unsuccessful Transaction

- (a) If you do not own sufficient Bonds which you have contracted to sell, the Bank reserves the right to exercise the discretion to buy-in Bonds and/or to recover losses and penalty charges if any, from you in accordance with market practice.
- (b) For unsuccessful primary applications of Bonds, the full amount of the application money (without any interest or any share of revenue or other benefit arising therefrom) shall be refunded to you within a reasonable period, as determined by the Bank in good faith, by crediting into your account(s) with the Bank or your Custody Account or the SSDS account, as the case may be.
- (c) If you are successfully allocated the Bonds but the transfer of the Bonds is rejected by your SSDS Participant due to discrepancies in your SSDS Account details or otherwise, the Bank shall proceed to liquidate your Bonds on the date where your Bonds is/are returned to the Bank and/or the date on which the Bank is notified of the SSDS Participant's rejection thereof. The Bonds will be liquidated at such rates as determined by the Bank in its sole and absolute discretion.

In the event a failure in custodising Bonds with the SSDS Participant's occurs and where Bonds are delivered to the Bank for custody, arising from submission of incorrect or inaccurate information in the application for Bonds, you agree to custodise the Bonds with the Bank in the interim, subject to the Bank's standard terms and conditions for the provision of such custodian services. However, the Bank reserves the right to liquidate the Bonds after a reasonable period, as determined by the Bank in good faith and thereafter terminate such custodian services to you.

- (d) Any losses, costs, charges and expenses incurred and/or suffered by the Bank shall be borne by you and the Bank shall be entitled by giving notice to you to debit such losses, costs, charges and expenses from your account from which monies were debited or credited, as the case may be, for the purchase or sale, as the case may be, of the Bonds or your other account(s) with the Bank. The sales proceeds of the Bonds, which shall be without interest, will be credited into your account from which monies were debited for the purchase of the Bonds or your other account(s) with the Bank.
- (e) You undertake to pay all commissions and charges, as may be determined by the Bank from time to time, in respect of all Transactions in Bonds or in relation to your Custody Account or SSDS Account maintained with the Bank or SSDS Participant (as the case may be), including but not limited to charges payable in relation to your custodian arrangements with the Bank or the SSDS Participant, and any other costs and expenses incurred by the Bank in maintaining the Custody Account or liaising with the SSDS Participant or in performing or executing your instructions. In addition, any goods and services tax or other similar taxes (collectively, "SST") which are now or hereafter applicable or required by law to be paid on or in respect of any sums payable to the Bank or any costs and expenses incurred by the Bank shall (except to the extent prohibited by the law) be borne or payable by you to the Bank and any sum(s) equivalent to the applicable SST (if any) or other similar taxes in addition to all other sums payable to the Bank shall be debited to or against your account(s) with the Bank after giving notice to you.

4 Custody of the Bonds/Securities

4.1 With the Bank

- (a) For each Transaction where the Bonds is custodised with the Bank, the Bank shall send to you a Confirmation letter, which shall be conclusive evidence of the terms agreed by you with the Bank, in respect of such Transaction.

- (b) You may, from time to time, instruct the Bank to accept delivery of Bonds into the Custody Account maintained with the Bank in respect of your purchases from other financial institutions; or to make delivery of Bonds from such Custody Account in respect of your sale of Bonds.

Where the Bank is a custodian of your Bonds and holds sufficient Bonds to effect delivery of Bonds purchased by the Bank from you, payment shall be made by the Bank one (1) day after the settlement date or such other date as may be permitted after the transfer of Bonds has been made by the Bank from your Custody Account with the Bank and the Bank shall have the right to make such transfer of Bonds from your Custody Account with the Bank.

- (c) A statement of your Custody Account with the Bank, generated by the Bank's computer will be sent to you by ordinary mail on a monthly basis or such other periodic basis, as determined in the sole and absolute discretion of the Bank, unless you have in writing instructed the Bank that the statement will be collected in which case the instruction will take effect as soon as the Bank may reasonably comply. The Bank's records of the Transactions effected through your Custody Account shall be binding and conclusive evidence of such Transactions carried out by you
- (d) The Bank, as custodian of the Bonds kept or maintained by your Custody Account, shall not be liable for any loss or damage suffered by you by reasons of or in connection with any errors or delays in accepting, performing or executing any instructions, or in holding, receiving or delivering the Bonds, unless the same is caused solely by the Bank's wilful default or gross negligence.
- (e) The Custody Account may be closed by you by giving to the Bank prior notice in writing. In such event, all Bonds held by the Bank shall be delivered to a depository institution designated by you, provided however that the Bank shall not be required to make any such delivery until full payment shall have been made by you to the Bank of all moneys, commissions, fees, cost and expenses incurred by or payable to the Bank.
- (f) The Bank shall, unless and until otherwise expressly and specifically instructed by you to the contrary, collect or receive the principal amount, interest/profit, coupon/periodic distribution, Bonds sale proceeds and any other payment in respect of the Bonds and credit the same to your account(s) maintained with the Bank.

The term "coupon/periodic distribution" when used herein shall also mean interest/profit, dividends and such other interim payment to be made by the Issuer in connection with the Bonds.

- (g) (i) Where 2 or more persons are included in the term "Customer" all obligations and covenants in these Terms and Conditions shall be taken to be made by and binding on each of the Customer jointly and severally and the coupon and/or the sales proceeds of the Bonds shall be taken as a joint property with right of survivorship.
- (ii) Your advice and instruction for each Transaction shall not be terminated by your death or incapacity but shall remain in full force for the remaining Customer. Upon notice of death of any one or more of the Customers, the Bank shall be entitled to pay the coupon/periodic distribution and/or the sales proceed of the Bonds to the survivor and if more than one survivor, in their joint names provided that prior to such payment, the Bank shall be entitled by giving notice to set off the indebtedness of any of the Customers under any account with the Bank and/or with any company within the OCBC Group from the payment.
- (h) In the event the Bank is notified of or has knowledge of your death, the Bank has the absolute discretion to freeze the trading of the Bonds belonging to you, the deceased custodised with the Bank, if any, and will act according to the instructions of the Administrator or Executor, as the case may be, upon a certified extract of the relevant Grant of the Letters of Administration or Probate, as the case may be, being obtained and furnished to the Bank.
- (i) In the case of joint applicants (i) all instructions on each Transaction or with regard to any matter in connection with the Bonds or the ADI Account shall be given by all the Customers named in the Application Form unless otherwise instructed in writing by all the Customers ; and (ii) all instructions with regard to the rights and entitlements of the Customers (including with regard to the opening, operation or closure of the account of the Customers with the Bank as the Authorised Depository for the Bonds), shall be given by all the applicants named in the Application Form unless otherwise instructed in writing by all the applicants.

4.2 With SSDS Participant

- (a) In the event that your Bonds are to be custodised with the SSDS Participant, you shall prior thereto, open an SSDS Account and be responsible for your own custodian arrangements with the SSDS Participant, at your cost and expense and the Bank shall not be responsible for the same in any manner whatsoever. The custodisation of your Bonds with the SSDS Participant shall be subject to such terms and conditions as may be imposed by the SSDS Participant from time to time and the rules and procedures on payment, fund transfer, settlement, securities, custody services, as applicable, by PayNet ("PayNet Rules"), as applicable.

- (b) With respect to Bonds custodised with the SSDS Participant:
- (i) For Buy transactions in Bonds, your account(s) maintained with the Bank will be debited on settlement date or a day prior to the settlement date or within the time frame stipulated in RENTAS Rules. However, the delivery of the Bonds to your SSDS Account may be delayed and may not be made on settlement date, if the transfer from the Bank to the SSDS Participant is not successful or rejected.
 - (ii) For Sell transactions in Bonds, your account(s) maintained with the Bank will only be credited one (1) day after the settlement date or such other date as may be permitted upon successful receipt of your Bonds from the SSDS Participant or within the time frame stipulated in PayNet Rules. The crediting of the sales proceeds may be delayed and may not be on settlement date, if the transfer from the SSDS Participant to the Bank is not successful or rejected.
 - (iii) If the Bonds is redeemed or sold off by you prior to Maturity Date, you may not get back the principal amount invested for the Bonds that you hold. The Bank will endeavor to get the best bid prices for you on best effort basis since the selling prices may fluctuate due to market conditions.

5 Other Terms and Conditions

- (a) The Bank and OCBC Group may have banking or other commercial relationships with the issuer of the Bonds and may engage in proprietary trading in the Bonds, securities or financial instruments relating to such Bonds (including such trading as the Bank and/or OCBC Group deem appropriate in their sole discretion to manage their market risk on any transactions relating to the Bonds), and that such trading may affect the price of the Bonds.
- (b) The Transactions in Bonds with the Bank shall be governed by these Terms and Conditions, the Bank's Rules Governing the Operations of Scripless Securities Depository Systems and the Rules on Scripless Securities under RENTAS System and if there is any conflict between these terms and conditions and the rules, these Terms and Conditions shall prevail.

6 Perbadanan Insurans Deposit Malaysia (PIDM)

- (a) Bond Investment is a non-deposit product, therefore PIDM does not apply.

PART C6: TERMS AND CONDITIONS GOVERNING FOREX SPOT AND FORWARD LINE FACILITY ("FX FACILITY")

1. You may, subject to the provisions contained herein and upon the terms and conditions determined by the Bank, enter into foreign exchange spot or forward contracts/transactions ("FX Transactions"). The availability of the FX Facility shall be subject to the prevailing foreign exchange market rates and availability of the currency requested by you, and shall be governed by the laws of Malaysia including but not limited to regulations and legislation on exchange control.
2. The notional amount of the FX Transaction shall be computed by the Bank having regard to the relevant Risk Factor assigned to the FX Transaction by the Bank at its absolute discretion. You agree to sign confirmations and do all acts and things required to effect the FX Transactions and utilize the FX Facility.
3. You authorize the Bank to open and maintain a current account in your name ("Account"). You shall provide documents and information as the Bank may require to effect the FX Transactions.
4. You shall open a cash deposit account with the Bank ("CD Account"). The CD Account must be in your name before the FX Facility is available for utilization. You hereby represent and warrant that you are the sole and beneficial owner of the CD Account and the CD Account is free from any mortgage, security arrangement or security interest of any kind. You will not:
 - (i) withdraw, assign, transfer or create a trust in respect of the CD Account or otherwise enter into any arrangement with any person whereby the whole or any part of the CD Account or any right or entitlement thereof will be affected in any manner;
 - (ii) create, attempt to create or permit to subsist any mortgage, security arrangement or security interest over the CD Account or any part of it. The interest dividend or profit or other payment howsoever derived from or accruing in respect of the CD Account shall not be withdrawn and shall be added and form part of the principal sum of the CD Account.
5. The aggregate limits of the FX Facility is at the absolute discretion of the Bank but shall not exceed the credit balance in the CD Account ("Credit Balance"). The Bank may at its absolute discretion reduce or vary the limit of the FX Facility at any time and from time to time. You shall ensure that the limit of the FX Facility is not exceeded at any time.

6. The Credit Balance in the CD Account will be charged by way of a first fixed charge as security, for all monies owing under the FX Facility. You hereby irrevocably authorize the Bank to debit the CD Account and apply the Credit Balance towards settlement of all monies (including principal, interest, costs, fees and expenses whatsoever) owing under the FX Facility and pursuant to these terms and conditions.
7. You authorise the Bank to renew and to continue renewing from time to time the CD Account for such periods and at such rates of interest as the Bank may deem fit in its absolute discretion, for as long as the FX Facility is available to you and until full and final settlement of all sums owing under the FX Facility. If required by the Bank, you shall maintain such margin of security in relation to the sums outstanding/owing as may from time to time be required by the Bank by depositing and charging on demand by the Bank of any additional sums (which shall form part of the CD Account) and/or the provision of any other securities acceptable to the Bank.
8. The CD Account and/or any other securities which may be obtained by the Bank from time to time is held by the Bank as continuing security for all monies owing under the FX Facility and for the performance of your obligations under these Terms and Conditions and notwithstanding any intermediate payment of any sums owing and without prejudice to any other securities held for the FX Facility.
9. The following are Events of Default applying to the FX Facility:-
 - (a) You fail to pay any amount due at the time, in the currency and/or in the manner specified by the Bank or fail to perform or comply with any obligation under any FX Transaction or there is any breach of any of these terms and conditions or representation or warranty;
 - (b) default is made in the payment on due dates of any monies due to the Bank (whether principal, interest or otherwise);
 - (c) a winding-up/bankruptcy proceeding or other proceeding shall be commenced against you or any action to authorise any of the foregoing is taken;
 - (d) you are in breach of any other agreement or in default in the payment of any outstanding sum owed to the Bank or to any other financial institution;
 - (e) if you die or serve custodial sentence or become insane or adjudged a bankrupt or if any legal proceedings suit or action of any kind whatsoever (whether criminal or civil) is instituted against you;
 - (f) any change in applicable law or regulation which makes it impossible or unlawful for the Bank or for you to continue with the FX Facility or for you to charge or provide the CD Account as security;
 - (g) any judgment obtained against you remain unsatisfied for a period of seven (7) days or if a distress attachment or other execution is levied or enforced or issued out on you or against any one of your property or the CD Account and is not discharged within fourteen (14) days;
 - (h) for any reason the Bank considers any material adverse change in your assets, financial position or in the economy generally which makes it undesirable for the Bank to continue to provide the FX Facility;
 - (i) if you breach any of the representations, warranties, term or condition herein or the security document or if any information furnished by you to the Bank is incorrect or incomplete; or
 - (j) upon the Bank's receipt of notification from the DCHEQS that you have been blacklisted.
10. If an Event of Default has occurred or if in the opinion of the Bank (which shall be absolute), any FX Transaction may contravene with any provision of law, rules and regulations relating to foreign exchange (including Notices on Foreign Exchange Administration Rules ("FEA Rules")), the Bank shall be entitled to exercise the following rights:
 - (a) cancel the FX Facility, whereupon the outstanding balance shall become immediately due and payable and the late payment interest rate will be levied on the outstanding balance until the date of the Bank's receipt of full payment thereof;
 - (b) cancel the FX Facility and close out all FX Transactions which are then outstanding with effect from a date specified by the Bank (the "Early Termination Date"). The Bank will make the calculations and provide to you a statement specifying the amounts payable in respect of closed out FX Transactions. Any amount payable by you to the Bank in respect of the closed out FX Transactions including any loss of bargain, cost of funding, marked to market losses or cost incurred as a result of its terminating, closing out, liquidating, obtaining or re-establishing any hedge or related trading position shall be payable by you.

You hereby irrevocably authorise the Bank to debit the Credit Balance in the CD Account to settle all monies owing by you under the FX Facility and any of your other liabilities set out in these terms and conditions. If the Credit Balance is insufficient to settle the amounts owed under the FX Facility, you shall forthwith on demand by the Bank pay the shortfall.

11. The Bank reserves the right to review, vary or impose additional terms, suspend and/or cancel the FX Facility at any time irrespective of whether an Event of Default has occurred and nothing in these terms and conditions shall be deemed to impose on the Bank any obligation either at law or in equity to continue to make available FX Facility.
12. The Bank may assign all or any part of its rights, benefits or obligations hereunder. You may not without the Bank's consent, assign or transfer any of your rights or obligations hereunder.
13. A statement, certificate or confirmation of the Bank issued by the Bank as to the amount at any time due from you, including the Bank's calculation of marked to market losses on FX Transactions shall, in the absence of manifest error, be final and conclusive and binding for all purposes against you.
14. You shall indemnify and keep the Bank indemnified against any damages, losses, costs and expenses (including legal fees on a solicitor and own client basis) which the Bank may suffer or incur as a result of the granting of the FX Facility to you.
15. The Bank may designate your current account as a "Special Account" in accordance with the Guidelines of the Dishonoured Cheques Information System (DCHEQS), whereupon you shall immediately upon the Bank's request, return to the Bank all unused cheques and, so long as such current account remain designated as a "Special Account", no cheque book will be issued and all withdrawals from such account by you can only be made by way of cash withdrawals, cashier's order, bank draft or transfers.
16. You shall pay the Bank all transaction costs, premiums, fees, charges and commissions relating to the FX Transactions (without any deductions, set-off or withholdings) and may be deducted by the Bank from the current account. The payments to the Bank are exclusive of goods and services tax, or any other tax of similar nature which if payable shall be for your account.
17. If any deduction or withholding on any amount payable to you is required by law such as U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("FATCA Withholding Tax"), as amended from time to time, the Bank will withhold or deduct from any payment payable to you and/or debit your account, and pay to the relevant authorities the full amount required to be deducted or withheld, PROVIDED THAT if there is any shortfall in payment to the relevant authorities, you shall on demand promptly pay the full balance to the Bank and the FX Default Rate (as defined below) shall apply to any balance outstanding from you from the date of demand until the date of full payment.
18. All FX Transactions shall be conducted by you making request to the Bank through telephone or such other mode permitted by the Bank on any Business Day. The Bank may (but shall not be obliged to) comply with any such request. Once the terms of the FX Transactions have been agreed between the Bank and you, a binding contract comes into effect at that time. The spot or forward rate of the FX Transaction shall be subject to the prevailing foreign exchange market rates (as determined by the Bank) and availability of the currencies. The Bank shall be indemnified in full by you against all losses, costs, damages and all other liabilities which it may incur or suffer in accepting and acting on such communication. The Bank shall be entitled to record all telephone conversations and instructions. The Bank shall be entitled to use such recordings and transcripts thereof as evidence in any dispute.
19. You shall honour an FX Transaction on the date in which you are contractually obliged to settle your obligation under the FX Transaction ("Value Date"). The Bank shall not be responsible for any losses, costs, expenses or interest charges arising due to any delay in the receipt of funds. You shall bear all costs, expenses and charges incidental to any remittance of funds.
20. You confirm, acknowledge and warrant that:-
 - (a) you are acting as principal for your own account and understand and accept the terms, conditions and risks of FX Transactions in reliance of your own judgment and independent evaluation;
 - (b) you shall comply with requirements stipulated in the Notices on Foreign Exchange Administration Rules ("Notices on FEA Rules") issued by Bank Negara Malaysia from time to time and shall provide supporting information and/or documentation for compliance of the Notices on FEA Rules;
 - (c) the FX Facility is to hedge against foreign exchange exposures in respect of your underlying transactions/trades and not for speculative purpose. You shall supply all documents/evidence of the underlying transactions/trades;
 - (d) although the Bank may provide you access to recommendations and research relating to currencies, including on how to invest, what or when to buy or sell, the Bank does not represent that such recommendations are suitable for you and all orders are placed and FX Transactions entered at your sole responsibility and risk in reliance of your own judgment and based on your own independent evaluation of the suitability of such recommendations;

- (e) the Bank is not acting as a fiduciary for or an adviser to you and does not hold itself out as advising or any of its employees or agents as having its authority to advise you to enter into any FX Transaction or any subsequent actions and none of its recommendations or advice will be taken as an assurance or guarantee as to the expected results of any FX Transaction; and
- (f) you have not received from the Bank, or any of its employees or agents any assurance or guarantee as to the expected results of any FX Transaction.
- (g) **Currency Risks:** The fluctuations in foreign currency rates have an impact on the profit / loss and the financial investment where the financial contract or the treasury or financial derivatives transaction is denominated in foreign currency or in a currency different from the original financial investment. This risk will be accounted under exchange losses.
- (h) **Market Risks:** Your payments and/or receipts in any FX Transaction are linked to changes in the value of one exchange rates. Such changes, which can be sudden and large, may cause you to suffer significant losses in terms of 1) the amounts it pays under the terms of the transaction being greater than the amounts it receives, and 2) the amount it might cost you to unwind any FX Transaction prior to its stated maturity.
- (i) **Credit Risk:** The Bank may, under certain circumstances, fail to perform our obligations to you when due.
- (j) **Liquidity Risk** is the risk that due to prevailing market conditions it may not be possible to liquidate, nor to assess a fair value of your position. In addition, you should be aware that the operation of exchange rules or any power or system failure affecting electronic trading facilities may, in certain circumstances, impair or prevent the Bank from liquidating or executing any transactions, thus increasing the likelihood of loss.
- (k) **Conflict of Interest:** The Bank plays a variety of roles in connection with any FX Transaction to be undertaken, including acting as Calculation Agent and hedging its obligations under the transactions. The Bank and/or any of its related companies, in the ordinary course of their business, may also effect transactions for their own account or for the account of their customers. In conducting such business, neither the Bank nor any of its related companies is obliged to take into account your circumstances or act in a manner which is favourable to you. You should be aware that such activity may, or may not affect the value of the transaction and that a conflict may arise.
- (l) **Further Risks and Acknowledgement:** You shall be solely responsible for monitoring the performance and continuing appropriateness of your outstanding contracts.

21. Without prejudice to the generality of the foregoing, the Bank shall be entitled with regard to FX Transactions, to rely and act on any notice or instructions based on signatures which appear to the Bank, by reference to the names and signatures of such persons filed with the Bank, to be your signature or any instructions whatsoever, without enquiry on the part of the Bank as to the identity of the person giving or purporting to give such notice or instructions or as to the authenticity of such instructions or notice. The Bank is entitled to treat all such instructions or notices given, as binding upon you and the Bank shall be entitled (but not bound) to take such steps in connection with or in reliance upon such communication. You agree that the Bank shall be in no way responsible for any misuse or unauthorised use of message or instruction given to the Bank by telephone, facsimile, mail or despatch or by any other means of communication and that the Bank shall be under no duty to inquire into the authenticity of the messages or instructions sent or communicated by any means or the identity of the caller. You shall indemnify the Bank and keep the Bank indemnified against any damages, losses, costs and which the Bank may suffer or incur as a result of such instructions or notices acted upon by the Bank which turn out to be unauthorized or not authentic or forged. The Bank shall be entitled to record all telephone conversations and instructions and you agree that the Bank shall be entitled to use such recordings and transcripts thereof as evidence in any dispute. You acknowledge that the Bank is only required to carry out instructions in accordance with its established and regular business practices, procedures and policies and accordingly may at its discretion decline any instructions without any liability to you. Copies of the facsimile transmissions purportedly signed by you certified by any of the Bank's officers to have been received by the Bank, shall be accepted by you as final and conclusive, (including for legal proceedings) of the actual printout version received by via OCBC Bank's facsimile machine and shall be binding on you.
22. The terms of the concluded FX Transaction shall be confirmed by the Bank to you ("Confirmation Advice") by post, or other electronic means but failure or delay by the Bank to issue such Confirmation Advice shall not prejudice any concluded FX Transaction. Any discrepancies noted in the Confirmation Advice must be conveyed by you to the Bank's authorized officer immediately but in any event within seven (7) days or such other period specified by the Bank, following the date of the Confirmation Advice, failing which the Confirmation Advice will be taken as correct, binding and conclusive against you. The terms in the Confirmation Advice, unless disputed by you within the timeframe specified by the Bank, shall prevail in the event of any discrepancies or inconsistency with the term sheet or other document indicating the terms of the FX Transaction even though its receipt was not acknowledged by you or you did not confirm its terms.
23. If, on any date, more than one delivery of a particular currency is to be made between the parties then, the Bank may, at its absolute discretion require that each party shall aggregate the amounts of such currency deliverable by it and only

the difference between these aggregate amounts shall be delivered by the party owing the larger aggregate amount to the other party, and if the aggregate amounts are equal, no delivery of the currency shall be made.

24. The Bank shall be entitled to monitor your exposure by marking to market all outstanding FX Transactions on a daily basis or from time to time as the Bank may determine to monitor the outstanding position and your potential losses/gains. The outstanding position shall not at any time exceed the notional amount of the FX Facility ("Notional Amount") when converted into the currency in which the FX Facility is granted. Additionally, the potential foreign exchange losses of FX Transactions as computed by the Bank shall not in the aggregate exceed such percentage of the FX Facility as the Bank may stipulate at its absolute discretion from time to time ("Risk Factor"). If the Notional Amount or the Risk Factor is breached, the Bank shall be entitled without prejudice to its rights to cancel the FX Facility or any FX Transaction, to require you to provide cash or other acceptable collateral to cover the losses over and above the Risk Factor.
25. Where losses are incurred, you shall pay the Bank interest on such outstanding losses from the date such amounts are incurred at the following rates:-
- (i) if the sum is in a currency other than Ringgit (and prior to any conversion by the Bank thereof to Ringgit), the rate which is equivalent to the rate charged to the Bank by its respective Nostro agents for the relevant sum(s) (without need for proof or evidence of such rate);
 - (ii) if the sum is in Ringgit (or after any conversion by the Bank thereof to Ringgit), the rate per annum equal to the cost (without proof or evidence of any actual cost) if the Bank was to fund or of funding the relevant amount(s) plus 2% per annum or at such other rate as the Bank may stipulate ("FX Default Rate") at its absolute discretion (both before as well as after demand, judgment or order) as agreed liquidated damages.
26. If you fail to take up or honour the FX Transaction on its Value Date, the Bank reserves the right to close out the FX Transaction at the prevailing spot price on the Value Date or on any other day as the Bank may determine and debit the credit balance towards settlement of the resulting loss. If there is a gain, the gain will be credited to the Account or the current account. The Bank is under no obligation to call or send reminders to you prior to the maturity of any FX Transaction.
27. You may request based on valid reason(s), for a rollover of an FX Transaction, and such request must be made in writing at least two (2) Business Days before its Value Date. If you fail to give the Bank the minimum rollover period of notice, the Bank reserves the right to take all necessary measures to deal with the matured FX Transaction, including closing it out and any cost arising therefrom shall be borne by you. The Bank reserves the right to grant or reject a request for rollover without being liable to you for any losses, expenses, damages or expenses that may be incurred or suffered by you which may result from such refusal. If the Bank allows roll-over of any FX Transaction at the prevailing Spot Price but adjusted to include all such charges and costs (including without limitation, costs in the form of swap points) which the Bank may at its discretion impose, a new FX Transaction shall be deemed to have been entered into between the Bank and you at that time and all these terms and conditions shall apply in like manner to the new FX Transaction.
28. If the Bank allows roll-over, the FX Transaction shall be rolled over at the prevailing Spot Price.

The Marked-to-market losses (as defined below) on roll-over shall be cash settled by you on the Value Date of the earlier contract. Any calculation by the Bank of the Marked-to-market losses shall be conclusive and binding on you, save for manifest error. Without prejudice to any other right of the Bank, including termination of the FX Facility, if you fail to pay the Marked-to-market losses, you shall pay the Bank interest at the FX Default Rate on the Marked-to-market losses and all costs related thereto between the Value Date of the earlier contract until full settlement thereof.

Marked-to-market losses means the difference between the amount which would have been payable for the FX Transaction by using the Historical Rate (as defined below) and the amount payable for the FX Transaction calculated at the prevailing Spot Price when a maturing FX Transaction is closed out on the relevant Value Date.

Historical Rate means the rate at which an FX Transaction was originally transacted.

29. Definitions

- (i) **"Spot Date"** means the spot delivery day for the relevant Currency Pair as generally used by the foreign exchange market;
- (ii) **"Spot Price"** means the price at the time at which such price is to be determined for foreign exchange transactions in the relevant Currency Pair for value on the Spot Date, as determined by the Bank.

SECTION D: OCBC DEBIT CARDMEMBERS AGREEMENT

The General Terms applicable to all Products and Services shall be read in conjunction with the specific terms and conditions as described in Section D.

OCBC DEBIT CARDMEMBER'S AGREEMENT

This Agreement contains the terms and conditions applicable to the Debit Card (defined below) issued by the Bank. Upon signing or using the Debit Card, you will be bound by this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"ATM" means an automated teller machine of the Bank and may include other ATMs, whether within or outside Malaysia.

"ATM Withdrawal" means cash withdrawal from any ATM using the Debit Card.

"Cardmember" or "you" or "your" means the person to whom the Debit Card is issued by the Bank. "Card Facilities" means ATM Withdrawal, Retail Purchase and such other facilities which the Bank may provide by written notice to you.

"Card Transaction" means transaction effected by using the Debit Card.

"Debit Card" means the debit card issued by the Bank to you pursuant to this OCBC Debit Cardmembers Agreement and any substitution, replacements or renewals thereof. For the avoidance of doubt, such debit card may be issued under such card scheme as may be determined by the Bank in its sole and absolute discretion, including without limitation Visa, MasterCard and/or any other card schemes.

"Designated Account" refers to your savings or current account with the Bank which you have designated for the Card Transaction for the purposes of this OCBC Debit Cardmembers Agreement. The type or category of account which may be designated for purposes of performing Card Transaction shall be subject to such restrictions imposed by the Bank from time to time.

"Merchant" shall include all merchants and other persons supplying goods and/or services.

"PIN" means your personal identification number for use with the Debit Card.

"TPIN" is your personal identification number for use through the telephone or other electronic means.

"Retail Purchase" means purchase of goods and/or services from any merchant.

"Security Codes" means the security codes (including password, PIN, TPIN, encoded electronic strip, chip or digital certificate) to operate the Designated Account and perform the Card Transaction.

"Statement of Account" means the monthly statement issued by the Bank to you in relation to the Designated Account.

1.2 In interpreting these terms and conditions:

(a) Reference to time of a day shall be construed as reference to Malaysian time.

(b) Reference to any law includes any amendments to the law.

(c) Where there are two or more persons comprised in the term "Cardmember":

- (i) all instructions, agreements and obligations shall be taken to have been issued by and binding upon such persons jointly and severally and the Bank may act on such notices or instructions without enquiry; and
- (ii) any notice given by the Bank to any one of such persons shall be sufficient notice to all the persons.

2. DEBIT CARD AND PIN

DEBIT CARD

2.1 The Bank may at its absolute discretion issue a Debit Card to you at your request, subject to these terms and conditions. A registration fee as prescribed by the Bank in its list of fees and charges is payable upon issuance of the Debit Card.

2.2 The Debit Card may be used for any Card Transaction. The Bank may at its absolute discretion add to, remove or modify any Card Facilities with prior notice to you. You acknowledge and agree that in utilising any Card Facilities, you shall be bound by such terms and conditions governing the use of such Card Facilities as may be relevant.

2.3 You hereby authorise the Bank to deliver the Debit Card to you by such means as may be availed by the Bank and you agree to bear the risks arising from the delivery of the Debit Card, including the risks that the Debit Card may be intercepted or retained by any other person or lost in transit, may request that the Bank deliver the Debit Card to you at your risk. The Bank shall not be liable for any loss and damage not caused by the Bank's gross negligence and you agree to indemnify the Bank from such loss and damage.

2.4 The Debit Card is valid for the period prescribed by the Bank as printed on the Debit Card unless it is cancelled or terminated for any reason whatsoever under this Agreement. By accepting the Debit Card, you are taken to have agreed to the Bank to issue you a renewal or replacement Debit Card before the current Debit Card expires or until you advise the Bank in writing to cancel your Debit Card. Annual fees at such rate prescribed by the Bank are payable. You hereby acknowledge that the Bank's acceptance of any annual fee shall not operate as a waiver of any of the Bank's rights in this Agreement and shall not prevent the Bank from exercising, enforcing or continuing to enforce any of its rights under this Agreement, including but not limited to any right of termination, cancellation or suspension.

2.5 The Debit Card remains the property of the Bank at all times. The Bank may at its discretion request for the Debit Card to be returned at any time, whereupon you shall cut and return the Debit Card, immediately to the Bank.

2.6 Upon receipt of the Debit Card, you shall promptly sign on the signature row at the back of the Debit Card. You hereby agree, covenant and undertake that signing on and/or use of the Debit Card shall constitute your acceptance of the terms and conditions in this Agreement.

PIN TERMS OF USE

2.7 You may set the PIN through the means availed by the Bank, including making a personal attendance at the Bank's branch and setting the PIN assisted by the Bank's officer. You who agree to bear the risks arising from the delivery of the PIN by post, including the risks that the PIN mailer may be intercepted or retained by any other person or lost in transit, may request that the Bank deliver the PIN by post to you at your risks. The Bank shall not be liable for any loss and damage not caused by the Bank's negligence and you agree to indemnify the Bank from such loss and damage. The PIN is strictly confidential and should not be disclosed to any other person under any circumstance or by any means whether voluntarily or otherwise, as you are the only person authorised by the Bank to have knowledge of the PIN. You should change the PIN from time to time for security reasons. You shall be taken to have made and shall be fully liable for any Card Transaction effected with the PIN.

CARD FACILITIES

2.8 Where you use the Debit Card for Cash Withdrawal at any ATM of the Bank or any other bank and financial institution or card institution or of any ATM network (including but not limited to the MEPS local ATM network or the Visa or Mastercard global ATM network) which accepts the Debit Card in Malaysia or elsewhere, you shall be bound by the Bank's terms and conditions. Such Cash Withdrawal may be subject to fees as set out in the Bank's list of fees and charges which may be revised from time to time with notice.

2.9 Retail Purchases may be performed using the Debit Card at participating merchants subject to such fees set out in the Bank's list of fees and charges with at least 21 calendar days notice prior to the effective date of the change.

LAWFUL USE OF THE DEBIT CARD, PIN AND CARD FACILITIES

2.10 You shall not use the Debit Card, PIN (whether for cash withdrawal or to effect payment or otherwise) and Card Facilities for any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity is effected or the law of your country of residence.

OVERSEAS TRANSACTIONS

2.11 The Debit Card may not be used outside Malaysia, unless and until you have opted to do so by telephone instruction given to the Bank's Contact Centre, or by written instruction given to the Bank, or in such other manner as may be notified by the Bank. Card Transactions made outside Malaysia must be in the official currency of that country or a currency acceptable to MasterCard International, PayNet and/or any other franchise held by the Bank.

2.12 Card Transactions performed outside Malaysia are subject to such administration fees which may be imposed by MasterCard International, PayNet and/or any other payment processing franchise. In addition, the Bank shall be entitled to charge you any cost incurred by the Bank in connection with the conversion of any currency (other than Ringgit Malaysia and US dollars) into US dollars and the subsequent conversion from US dollars into Ringgit Malaysia to enable the Bank to effect settlement in Ringgit Malaysia.

2.13 You must comply with all the Foreign Exchange Administration Rules and/or the exchange control regulations of any other country where the Card Transaction is executed and shall be liable for any infringement of such regulations, including any amendments thereto.

2.14 The Bank may from time to time give notice of particular country or countries in which the Debit Card may not be used, and the Bank shall not be liable for any loss or damage suffered or incurred for the non-availability of Card Facilities in such country or countries.

CARD-NOT-PRESENT TRANSACTIONS

2.15 The Debit Card may not be used to perform card-not-present transactions, unless and until you have opted to do so by telephone instruction given to the Bank's Contact Centre, or by written instruction given to the Bank, or in such other manner as may be notified by the Bank. Card-not-present transactions include but are not limited to Card Transactions performed through internet, mobile devices, telephone, fax transmission and mail. You acknowledge that card-not-present transactions are exposed to risks of fraud.

3. DESIGNATED ACCOUNT AND DEBIT CARD LIMIT

DEBIT CARD LIMIT

3.1 You shall ensure that there are sufficient cleared funds in the Designated Account to perform your Card Transactions unless you have made prior arrangements with the Bank. The Bank may impose any limit on the usage of the Debit Card, including but not limited to the daily monetary limits on ATM Withdrawals and Retail Purchases. Subject always to the maximum daily limits imposed by the Bank, you may vary the daily limits via the Bank's ATMs, or by written instruction given to the Bank, or in such other manner as may be notified by the Bank from time to time. The Bank has no duty to ensure that you do not exceed such limits.

LIABILITY FOR CARD TRANSACTIONS

3.2 You shall be fully liable and responsible for all Card Transactions effected by the use of your Debit Card(s).

HOLD ON DESIGNATED ACCOUNT

3.3 The Bank may set aside or place a hold on your Designated Account in respect of any Card Transaction on the day such Card Transaction is presented to the Bank for payment or on the day the Bank receives notice of such Card Transaction. Such an amount set aside or held is only an estimated sum of the actual Card Transaction and may not be identical to the actual Card Transaction. Should the Bank set aside or hold any amount, the balance in your Designated Account shall be reduced by such amount set aside or held by the Bank. You may not stop payment on such Card Transaction nor use any sum set aside or held by the Bank from your Designated Account.

Where applicable, the Bank may set aside or hold such sums from your Designated Account for such period(s) as the Bank deems fit after which the Bank shall debit the Designated Account for the full amount of the actual Card Transaction.

You agree on the pre-authorisation amount of RM200 or such other amount as may be notified by the Bank by notice posted on www.ocbc.com.my or in such other manner from time to time, which will be charged to your Designated Account when you use the Debit Card at any automated fuel dispensers within Malaysia for petrol purchases. You further agree that the Bank may hold the said preauthorisation amount up to 3 Business Days days after the transaction date before releasing any excess amount held from the Designated Account.

CARD LIMIT EXCEEDED

3.4 In calculating whether the Debit Card daily spending limit has been exceeded, the Bank may take into account the amount of any Card Transaction not yet debited from the Designated Account and of any authorisation given by the Bank to a third party in respect of a prospective Card Transaction.

4. OPERATING THE DESIGNATED ACCOUNT

DEBITING OF DESIGNATED ACCOUNT

4.1 The Bank will debit your Designated Account with the amount of all Card Transactions.

OVERDRAWN DESIGNATED ACCOUNT

4.2 The Bank may at its discretion allow your Designated Account to be overdrawn. The Bank may charge overdraft interest at such rate(s) determined by the Bank based on the amount of the overdrawn balance existing at any time on your Designated Account. The Bank may debit the overdraft interest from your Designated Account monthly or at such other intervals as the Bank may determine. You shall on demand pay such amount overdrawn, together with such interest as may be prescribed by the Bank from time to time. Under no circumstance shall this be construed as obliging the Bank to continue granting such facility to you .

CHANGE OF DESIGNATED ACCOUNT

4.3 You may change your Designated Account, by designating your other savings or current account with the Bank (new Designated Account) in place of the existing Designated Account for the purposes of this Agreement. You may change your Designated Account by personally visiting any of the Bank's branches, or in such other manner as may be notified by the Bank. The change shall take effect from such date as may be determined by the Bank. Until and unless the change of Designated Account has been duly registered in the Bank's systems, this Agreement shall continue to apply to any Card Transactions for which amounts have been set aside from the previous Designated Account.

5. FEES, CHARGES & TAXES

5.1 The Bank shall be entitled to impose and deduct from the Designated Account the following:-

- a) fees and charges applicable for annual fee, the issuance, and replacement of the Debit Card, Card Transactions and Card Facilities and overdraft interest (where applicable) at such rates as may be applicable from time to time;
- b) any value added tax, withholding or other taxes, levies or charges on any Card Transactions or Card Facilities; and
- c) any legal fees and costs (on a solicitors and own client basis) incurred by the Bank for any interpleader, recovery or any other proceedings.

If deductions cannot be made, such sums with interest thereon at the rate determined by the Bank (calculated from date such sums are expended by Bank) shall be paid to the Bank on demand. Your liabilities shall survive the termination of the banker customer relationship.

6. LOST, STOLEN AND/OR MUTILATED DEBIT CARD

6.1 Save as hereinafter provided you shall be and shall remain liable to the Bank for all amounts incurred in the Card Transactions, including but not limited to fees, charges, taxes and overdraft interest where applicable through the use of the Debit Card. You shall use all reasonable precautions to prevent the loss, theft or fraudulent use of the Debit Card and to prevent the disclosure of your PIN to any other person. If any Debit Card is lost mutilated, or stolen; or PIN is disclosed or misplaced or compromised or a renewal or replacement Debit Card is not received, you must notify the Bank immediately. You must make a police report and a copy of the report must be provided to the Bank. Unless and until notification, whether verbal or in writing from you is received by the Bank, you shall continue to remain liable to the Bank for all amounts whatsoever arising from all Card Transactions together with fees, charges, taxes and overdraft interest where applicable. You shall not be liable for losses resulting from unauthorised transaction occurring after you had notified the Bank in accordance with these Terms and Conditions.

6.2 You will be liable for PIN-based unauthorised transactions if you have :

- (i) acted fraudulently, or
- (ii) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of your Debit Card, or
- (iii) voluntarily disclosed your PIN to another person, or
- (iv) recorded your PIN on the Debit Card, or on anything kept in close proximity with your Debit Card, and could be lost or stolen with the Debit Card.

You will be liable for signature-based unauthorized transactions if you have:

- (i) acted fraudulently, or
- (ii) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of your Debit Card, or
- (iii) left your Debit Card or item containing your Debit Card unattended, in places visible and accessible to others; or
- (iv) voluntarily allowed another person to use your Debit Card.

6.3 In the event of a deadlock or in the event that you are not satisfied with the Bank's decision, you may refer the dispute to the Ombudsman for Financial Services (OFS).

REPLACEMENT OF LOST, STOLEN OR MUTILATED DEBIT CARD

6.4 The Bank may at its discretion issue a replacement Debit Card upon such terms and conditions as the Bank may deem fit, and the Bank reserves the right to charge a replacement fee as set out in the Bank's list of fees and charges in respect of any lost or stolen Debit Card. Such card replacement fee shall be debited from your Designated Account and shall not be refundable.

7. TERMINATION OF DEBIT CARD AND DESIGNATED ACCOUNT

TERMINATION UPON CLOSURE OF DESIGNATED ACCOUNT

7.1 The Bank and you may close the Designated Account in accordance with this Agreement. Upon closure of the Designated Account, whether by you or the Bank, the Debit Card may not be used unless you have other savings or current account with the Bank and you designate such other savings or current account for use with the Debit Card. However, if you have no other savings or current account with the Bank which may be designated for use with the Debit Card, the Card Facilities shall be terminated even though the Debit Card is not returned to the Bank for cancellation.

CARDMEMBER'S RIGHT TO TERMINATE

7.2 You may terminate the Debit Card by giving written notice to the Bank or by cutting the Debit Card into halves. You may, subject to such terms imposed by the Bank, suspend or terminate the utilisation of any of the Card Facilities via the Bank's ATMs, or by telephone instruction given to the Bank's Contact Centre, or by written instruction given to the Bank, or in such manner as may be notified by the Bank from time to time.

OBLIGATIONS UPON TERMINATION

7.3 Upon the termination of the Card Facilities, you shall not continue to use your Debit Card. Your obligations under this Agreement will continue and the Bank shall be entitled to debit your Designated Account for all amounts incurred in or related to Card Transactions that are carried out before or after the termination of the Card Facilities, including all fees, charges, taxes and overdraft interest where applicable. Until such amounts are paid in full, you (and any other person, if any, in whose name the Designated Account is maintained) shall remain liable to the Bank for such amounts.

8. LIABILITY

YOUR LIABILITY

8.1 You shall be liable for and shall pay the Bank the outstanding balances on your Debit Card and/or Designated Account, including all sums, fees, charges, taxes and overdraft interest where applicable, effected or debited from your Debit Card and/or Designated Account in accordance with this Agreement (whether before or after the termination of the use of any Debit Card or Debit Cards).

LIABILITY OF JOINT ACCOUNT HOLDERS

8.2 A joint account shall not be used as a Designated Account unless such joint account may be operated by any account holder singly. Where the Designated Account is in joint names and may be operated by any account holder singly, the Bank may at its absolute sole discretion, at the request of any holder of the Designated Account, issue a Debit Card to each of them. All the account holders of the joint Designated Account are jointly and severally liable for, and shall pay the Bank on demand, any and all amounts due and owing on the Debit Card and/or Designated Account and/or under this Agreement.

8.3 Where a joint account operated singly is used as a Designated Account pursuant to clause 8.2 above, a request to change the mandate to operate the joint account jointly will result in the discontinued use of the joint account as the Designated Account. In such event, you will have to change the Designated Account in accordance with clause 4.3 above, failing which you may no longer use the Debit Card(s).

9. EXCLUSION OF LIABILITY

DEBIT CARD AND CARD FACILITIES

9.1 The Bank shall not in any circumstances be liable:

- (a) should any Debit Card or use of Card Facilities be rejected by any merchant or any terminal used to process Card Transactions or in connection with the Card Facilities or if the Bank refuse to authorise any Card Transaction;
- (b) for any malfunction, defect or failure of any electronic, mechanical system, network, terminal or any data processing system, computer or telecommunications system (collective, "Systems") used to process Card Transactions or to facilitate the usage of Card Facilities, or of other machines or system of authorisation whether belonging to or operated by the Bank or other persons unless the malfunction, defect or failure is attributable to the Bank's negligence;
- (c) for any delay or inability on the Bank's part to perform any of its obligations under this Agreement because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, terrorism, civil disturbance or any event outside the reasonable control of the Bank or the reasonable control of any of the Bank's servants, agents or contractors;
- (d) for any damage to or loss or inability to retrieve any data or information that may be stored in the Debit Card or any microchip or circuit or device in the Debit Card; and
- (e) for any:
 - (i) injury to your credit, character and reputation in relation to the Bank's repossession or the Bank's request for its return;
 - (ii) delay in the release of any amount placed on hold on the Designated Account unless the delay is caused solely by the Bank's gross negligence;
 - (iii) failure by the Bank to follow payment instructions (including but not limited to GIRO or other standing payment instructions) given by you due to insufficient available funds in the Designated Account or insufficient available funds arising from the Bank putting amounts in the Designated Account on hold or the delay in releasing such hold unless the delay is caused solely by the Bank's gross negligence; and
 - (iv) hold placed on the Designated Account upon receipt of a request for authorisation of a Card Transaction or a notice of a Card Transaction or a request for payment (including but not limited to a request by electronic means) notwithstanding that such request or notice were unauthorised or forged or that the Card Transaction was not carried out or rescinded.

9.2 The Bank will take reasonable efforts to rectify any defect, malfunction or failure of any of the Systems under the Bank's control in order to restore the affected processing of Card Transaction and use of Card Facilities in order to mitigate the adverse consequence arising from such defect, malfunction or failure.

PROBLEMS WITH GOODS AND SERVICES

9.3 The Bank shall not be liable in any way should you encounter any problems with the goods and services obtained through the use of the Debit Card nor shall the Bank be responsible for any benefits, discounts or programmes of any merchant that the Bank makes available to you .

9.4 If you have any complaint against a merchant, you shall resolve such dispute with such merchant. Any such dispute is between you and the merchant and the Bank shall not be considered to be a party to such dispute. The Bank shall not be liable or responsible for the quantity, quality, merchantability, fitness for purpose or any other aspect of the goods and services supplied by a merchant to you or in respect of any contract or transaction entered into by such merchant with you connected with the use of the Debit Card.

9.5 The Bank will credit the Designated Account with the amount of any refund only on the receipt of the same supported by a credit voucher properly issued by the merchant. You acknowledge and agree that any refund of any amount previously charged to your Debit Card may be subject to such terms, conditions, rules, procedures and/or guidelines as may be issued by the relevant card scheme from time to time.

9.6 In spite of the non-delivery or non-performance or defects in any such goods and services, you shall pay the Bank the full amount shown in the Statement of Account. Your liability and obligation to make payment to the Bank shall not be affected by any dispute or counterclaim or right of set-off which you may have against the merchant.

10. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

10.1 The Bank's records (including electronic, computer and microfilm stored records) of all matters relating to you, the Debit Card, the Designated Account and any certificate from the Bank stating your liability to the Bank as at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you.

11. GENERAL TERMS

The Bank shall be entitled to appoint collection agencies to collect all sums due to the Bank from you under this Agreement.

12. DISPUTES AND ENQUIRIES

12.1 If you have any enquiries or requires any assistance or wishes to raise any dispute, you may call the Bank at 03-8317 5000 or access the "Contact Us" button on the Bank's website.

12.2 If you wish to raise any dispute, you will be required to furnish certain requisite particulars, including but not limited to your name, the affected account, date of the disputed transaction, amount of the disputed transaction and reason why you believe that it is a disputed transaction. All disputes will be investigated by the Bank and if found to be false, will be rejected. If payment had been made on the dispute, the payment must be refunded to the Bank and all expenses incurred in the investigation and in recovering the payment shall be borne by the maker of the false dispute. In addition, police report will be lodged against all false disputes.

SECTION E: OCBC CREDIT CARDMEMBERS AGREEMENT

The General Terms applicable to all Products and Services shall be read in conjunction with the specific terms and conditions as described in Section E.

OCBC CARDMEMBER'S AGREEMENT

This Agreement contains the terms and conditions applicable to your Credit Card (as defined below). Upon signing or using the Credit Card, you will be bound by this Agreement

1. DEFINITIONS

1.1. In this Agreement:

"OCBC Credit Card" or "Credit Card" refers to any one or more MasterCard, Visa card and/or any other card issued from time to time by the Bank to the Cardmember under the categories of Platinum, Gold or Classic or such other categories which the Bank may introduce or replace from time to time and shall include affinity, co-branded and contactless cards issued in affiliation or association with any third party and/or cards issued under any product or select name or reference.

"Credit Cards Department" means the Bank's Credit Cards Department at such contact details as may be published by the Bank at its official website at [www.ocbc.com.my] from time to time.

"Cardmember" or "you" or "your" means the person to whom the Credit Card is issued by the Bank and shall where the context so admits include a Supplementary Cardmember.

“Supplementary Cardmember” means any one or more supplementary cardmember to whom a separate Credit Card (hereinafter called “Supplementary Credit Card”) is issued upon the joint request of himself and the Cardmember.

“Credit Card Account” means any one or more of your account with the Bank opened in relation to the Credit Card issued from time to time by the Bank to you pursuant to this OCBC Credit Cardmembers Agreement.

“Monthly statement” means any one or more monthly statement issued by the Bank to you in relation to the Credit Card Account opened pursuant to this OCBC Credit Cardmembers Agreement.

“Charging Privileges” means the privileges conferred on you pursuant to Clause 4 hereof.

“Merchants” include all merchants and other persons supplying goods and/or services.

“Line of Credit” means the financial facility granted by the Bank in addition to the Credit Card Account, the amount of which is that specified in your monthly statement.

“Supplementary Monthly Monitoring Limit” means the limit of amount (if any) as specified by the Cardmember for the monthly utilisation by each Supplementary Cardmember of his Supplementary Credit Card in respect of Charging Privileges and/or cash advances.

“Cash advances” or “cash withdrawals” include cash advances made at the counters of banks in Malaysia and other banks accepting the Credit Card outside Malaysia and at the ATM of the Bank and/or such other ATMs as may be designated by the Bank from time to time.

“Quasi-cash transactions” means transactions representing a merchant’s sale of items (such as gaming chips) that are directly convertible into cash.

“PIN” means your personal identification number for use with the Credit Card.

“One Time Password” or “OTP” means a six (6) digit password that is needed to login to OCBC Online Banking and to perform online transactions at 3D Secure merchants.

“OCBC Online Banking” means such internet banking services made available by the Bank under the name “OCBC Online Banking” or such other name as may be revised from time to time, subject to such terms and conditions as may be imposed by the Bank from time to time for such services.

2. CARDMEMBER

- 2.1. You hereby authorise the Bank to deliver the Credit Card to you by such means as may be availed by the Bank. You may personally collect the Credit Card from the Bank’s branch. Alternatively, (where applicable), you who agrees to bear the risks arising from the delivery of the Credit Card, including the risk that the Credit Card may be intercepted or retained by any other person or lost in transit, may request that the Bank deliver the Credit Card to you at your risks. The Bank shall not be liable for any loss and damage not caused by the Bank’s gross negligence and you agree to indemnify the Bank from such loss and damage.
- 2.2. You shall sign the Credit Card immediately upon receiving the Credit Card. However, if you do not agree to be bound by these terms and conditions, you shall cut the Credit Card in half and return both halves to the Bank. The Credit Card is the property of the Bank and is not transferable.

3. SUPPLEMENTARY CARDMEMBER

- 3.1. Any Supplementary Cardmember to whom a Supplementary Credit Card is issued upon the joint request of himself and the Cardmember shall sign his Supplementary Credit Card immediately upon receiving the Supplementary Credit Card. All terms and conditions in this Agreement shall apply to the Supplementary Cardmember except Clause 5.1 below. You agree to be liable for all transactions charged to you and Supplementary Credit Card(s) which are issued while each Supplementary Cardmember shall be liable for all transactions charged to his Supplementary Credit Card.
- 3.2. Without prejudice to the generality of the foregoing, the Supplementary Credit Card is issued on the basis of you and the Supplementary Cardmember’s agreement with the terms and conditions herein as may be revised by the Bank from time to time by notice to the you and Supplementary Cardmember, and you and Supplementary Cardmember shall comply with these terms and conditions at all times. In addition, you agree to take steps to ensure that the Supplementary Cardmember is in full compliance with these terms and conditions at all times. Subject to the provisions in Clause 9 below relating to the registration, access and use of OCBC Online Banking services (a) you may log in to OCBC Online Banking to view the monthly statements or transactions or records

issued by the Bank in respect of your Credit Card and all your Supplementary Credit Card(s); and (b) the Supplementary Cardmember may log in to OCBC Online Banking to view the monthly statements or transactions or records issued by the Bank in respect of his Supplementary Credit Card. On the same basis, you may log in to OCBC Online Banking to view the monthly statements or transactions or records issued by the Bank in respect of your Credit Card and all your Supplementary Credit Cards. Both you and Supplementary Cardmember agree that upon your registration for OCBC Online Banking, the Bank by making available the monthly statements or transactions or records for both the Credit Card and Supplementary Credit Card for viewing by you and Supplementary Cardmember in the manner stated above, shall constitute valid service of the monthly statements or transactions or records on you and Supplementary Cardmember. After registration for OCBC Online Banking, it shall be the duty of each of you and Supplementary Cardmember to log in to your respective OCBC Online Banking on a monthly basis to verify all the contents or entries in the monthly statements or transactions or records issued by the Bank and notify the Bank through any of the means provided in Clause 16.3 below of any errors or discrepancies in the monthly statements or transactions or records within 14 days (or such other period as may be determined by the Bank) from the date of the applicable monthly statements or records. If the Bank does not receive any notification within the stipulated period, the contents or entries in the monthly statements or transactions or records shall be taken as correct, binding, final and conclusive.

- 3.3. The Supplementary Credit Card issued shall remain good until the Credit Card or the Supplementary Credit Card is terminated or suspended or until cancelled at your request or when its tenure has expired whichever is earlier. Where you wish to terminate the Supplementary Credit Card, you must ensure that the respective Supplementary Credit Card is cut in half and both halves are duly received by the Bank. Until then, you shall continue to be liable for charges incurred by the respective Supplementary Cardmember.

4. CHARGING PRIVILEGES

- 4.1. The Credit Card confers upon you the privilege (hereinafter called "Charging Privileges") under your Credit Card Account:
- a) to sign bills of credit or key in your PIN into the point-of-sale terminal with merchants listed with MasterCard International, Visa International and/or with any other franchise held by the Bank; and/or
 - b) to effect transactions by providing merchants listed with MasterCard International, Visa International and/or with any other franchise held by the Bank with the number of the Credit Card together with such other particulars as may be recorded on the Credit Card and without the requirement of your signature or PIN as in the case of transactions effected through electronic commerce, the Internet, mail and/or telephone order and at specific electronic and/or point-of-sale terminals (whether self-service or otherwise) including but not limited to transactions effected at petrol kiosks and/or through such other modes that may be introduced or implemented from time to time.
- 4.2. The Credit Card shall not be used for unlawful transactions including but not limited to illegal betting by electronic online, internet or similar means. Without prejudice to the generality of Clauses 4.4, 6.2 and 6.3, the Bank may at its sole and absolute discretion suspend, cancel or revoke your privilege to use the Credit Card in respect of a specific transaction or all transactions if the Bank is of the opinion (which opinion shall be conclusive and binding upon you) that the transaction or transactions is or are illegal.
- 4.3. You hereby irrevocably agrees and confirms that you shall be liable to the Bank for all liabilities incurred by you through the use of his Credit Card and charged by the Bank to your Credit Card Account, whether shown in any transaction receipt or not. Failure to sign any transaction receipt or provide your PIN will not relieve you from liability to the bank in respect thereof if, based on satisfactory evidence, the Bank is of the opinion (which opinion shall be conclusive and binding upon you) that you did perform the transaction and/or that the omission is due to the nature of the transaction or due to an oversight on your part and/or the merchant and/or the member bank of MasterCard international, Visa International and/or any other franchise held by the Bank for which there is alternative recourse or resolution mechanism.
- 4.4. The Charging Privileges conferred on you shall at all times remain a privilege rather than a right and shall be subject to the Bank's rights at any time at its sole and absolute discretion to review and/or vary the Line of Credit under Clause 5.4 and/or under Clauses 6.2 and 6.3 to suspend, cancel or refuse to renew or replace the Credit Card or to terminate this Agreement or to revoke your privilege to use the Credit Card in respect of a specific transaction or to vary any of the terms thereof under this Agreement.
- 4.5. The Charging Privileges conferred on the Supplementary Cardmember shall at all times be subject to the Supplementary Monthly Monitoring Limit imposed, if any. The Bank may at its sole and absolute discretion allow or refuse to permit the Supplementary Cardmember to exceed such Supplementary Monthly Monitoring Limit. Where the Bank has at its sole and absolute discretion allowed a Supplementary Cardmember to exceed the

Supplementary Monthly Monitoring Limit (if any) imposed on the Supplementary Cardmember, your joint and several liability and such Supplementary Cardmember for the use of the Supplementary Credit Card shall extend to include all charges and all cash advances obtained by the Supplementary Cardmember.

- 4.6. The Bank reserves the right at its sole and absolute discretion at any time by giving 21 days' prior notice to amend, modify, revise, restrict, increase, suspend, cancel or withdraw all or any facilities, services, benefits and privileges conferred on you from time to time.

5. LINE OF CREDIT

- 5.1 In addition to the Charging Privileges hereby conferred on you , you are hereby granted a Line of Credit throughout the tenure of the Credit Card (including any renewal thereof) upon the terms and conditions hereinafter contained. Where more than one Credit Card is issued to you , the Bank may at its sole and absolute discretion stipulate that the Line of Credit shall be common to and shared by all such cards, or stipulate a separate line of Credit for each such card.

- 5.2 Subject to Clauses 6.2 and 6.3, you may also utilise the Credit Card to obtain cash advances within the prescribed limits at designated locations and for such uses as the Bank may determine from time to time, including but not limited to the transfer into an account maintained with the Bank and the purchase of traveller's cheques, provided the Line of Credit is not exceeded.

- 5.3 Notwithstanding the foregoing provisions, the Bank is not duty bound in any way whatsoever to ensure that the Line of Credit is not exceeded by you and you shall remain and be liable for all charges and liabilities incurred by you in excess of the Line of Credit, including all cash advances obtained.

- 5.4 The Line of Credit is subject to the Bank's review and the Bank may at any time at its sole and absolute discretion and by giving 14 days prior notice to you determine, increase, reduce or in any other way vary the Line of Credit or the duration of all or any of your privileges granted hereunder.

6. VALIDITY, RENEWAL, REPLACEMENT, SUSPENSION, TERMINATION AND CANCELLATION OF CREDIT CARD

- 6.1 The Credit Card is valid for the period prescribed by the Bank as embossed on the Credit Card unless it is cancelled for any reasons whatsoever under this Agreement. By accepting the Credit Card, you are deemed to be requesting the Bank to issue you a renewal or replacement Credit Card before the current Credit Card expires or until you advise the Bank in writing to cancel your Credit Card Account. Annual fees, if imposed by the Bank, are billed annually. You hereby acknowledge that the Bank's acceptance of any annual fee shall not operate as a waiver of any or all of the Bank's rights created hereunder and shall not prevent the Bank from exercising, enforcing or continuing to enforce any of its rights under the Agreement, including but not limited to any right of termination, cancellation or suspension.

- 6.2. The Bank reserves the right at its sole and absolute discretion at any time with or without prior notice to you , to suspend, cancel or refuse to renew or replace the Credit Card or to terminate this Agreement or to revoke your privilege to use the Credit Card in respect of a specific transaction or all transactions, if the Bank has reasons to believe that the Credit Card is or will be used for unauthorized or illegal or illegitimate or suspicious transactions. Upon such suspension, cancellation or refusal or termination or revocation you shall forthwith cut the Credit Card in half and surrender both halves to the Bank or its principals or associates or authorised agents or the merchants, and you shall continue to be liable for any transaction effected through the use of the Credit Card prior to the receipt by the Bank of both halves of the Credit Card.

- 6.3. In addition to and without prejudice to the rights of the Bank contained in Clauses 5.4 and 6.2 above, if:

- (a) You default in the payment of any monies hereby covenanted to be paid; or
- (b) You fail or refuse to observe or perform any of the agreements, covenants, stipulations, terms and conditions herein expressed or implied; or
- (c) You die or commit an act of bankruptcy or allows a judgement against you to remain unsatisfied; or
- (d) A distress, execution, attachment or other legal proceeding is levied, enforced or taken out against all or any part of your properties and is not discharged or stayed; or
- (e) Any other event or series of events whether related or not (including without limitation, any material adverse change in your business, assets or financial condition) has or have occurred which in the opinion of the Bank (which opinion shall be final, conclusive and binding) could or might affect or prejudice your ability or willingness to comply with all or any of your obligations hereunder; or
- (f) You leave Malaysia to take up residence or employment elsewhere; or

- (g) You are facing criminal or any other proceeding involving fraud or if convicted of any criminal offence; or
- (h) You refuse or fail to disclose any information or provide any documentary evidence which is in the opinion of the Bank (which opinion is final, conclusive and binding) required relating to your financial position ; or
- (i) You have furnished or furnish any information or data to the Bank which in the opinion of the Bank (which opinion shall be final, conclusive and binding) is false or misleading; or
- (j) There is an occurrence of, in the opinion of the Bank (which opinion shall be final, conclusive and binding), questionable or unexplainable transactions involving the use of the Credit Card; or
- (k) There is a recurring reported loss or mutilation of the Credit Card; or
- (l) You have been negligent in maintaining proper custody and control of the Credit Card or of the PIN or if you have , in the opinion of the Bank (which opinion shall be final, conclusive and binding), by any act, omission or any other means permitted or enabled the misuse of or
the perpetuation of fraud relating to or in connection with the Credit Card; or
- (m) It shall constitute a violation of any applicable law, regulation, government directive or regulatory requirement for the Bank to continue to make available the use of the Credit Card or the Charging Privileges or the Line of Credit to you ; or
- (n) You do not in the opinion of the Bank (which opinion shall be final, conclusive and binding) satisfactorily maintain any of your accounts with the Bank or any of its branches, or any other entity associated with the Bank; or
- (o) There is a record of one or more dishonoured or returned cheques issued or presented for payment by you whether in respect of any outstanding sum under your Credit Card, your any other indebtedness (whether due to the Bank or to any other party whatsoever) or otherwise howsoever; or
- (p) The Bank receives notification from the Biro Maklumat Cek of Bank Negara Malaysia that you have been blacklisted or your name appears in any other cancellation and/or warning lists (including but not limited to lists maintained by CTOS Sdn. Bhd.) or the Bank receives any other information whatsoever (whether relating to your creditworthiness or otherwise) which in the opinion of the Bank (which opinion shall be final, conclusive and binding) is unsatisfactory; or
- (q) You cannot be traced, contacted or located; then, in any such event, the Bank may by written notice or otherwise to you (without any legal obligation so to do) declare:

- i) The Credit Card shall be terminated and cancelled and your Charging Privileges and Line of Credit be revoked and withdrawn and require you to return the Credit Card to the Bank; and/or
- ii) The Credit Card and your Charging Privileges and Line of Credit be suspended indefinitely or for such time as the Bank shall in its sole and absolute discretion determine; and/or
- iii) The Credit Card shall not be renewed or replaced upon its expiry or in the event of loss, theft or mutilation; as the Bank shall in its sole and absolute discretion deem fit. Any reinstatement of the Credit Card and/or of the Charging Privileges and of the Line of Credit by the Bank shall be at the sole and absolute discretion of the Bank and shall be subject to such other conditions as the Bank shall determine.

- 6.4. You may at any time terminate this Agreement by giving written notice of such termination to the Bank and returning the Credit Card cut in half to the Bank. You shall continue to be liable for any transaction effected through the use of the Credit Card prior to the receipt by the Bank of such written notice and both halves of the Credit Card as aforesaid.
- 6.5. In the event of any termination of this Agreement (whether by the Bank or you) or any cancellation of or refusal to renew or replace the Credit Card, the Bank may, subject to Bank's prevailing policy, make a refund of the annual fee (if any) (which may be full or partial refund) to you . You hereby acknowledge that any such refund of the annual fee (whether full or partial) shall not operate as a waiver of any or all of the Bank's rights created hereunder and shall not prevent the Bank from exercising, enforcing or continuing to enforce any of its right under this Agreement, including but not limited to any right of termination, cancellation or suspension. You further acknowledge that upon any termination of this Agreement, or any suspension or cancellation of or refusal to renew or replace the Credit Card, all standing instructions given in relation to the Credit Card and the Credit Card Account shall be deemed to be terminated as well, and the Bank shall not be liable for any consequence whatsoever arising out of such termination of such standing instructions.
- 6.6. Any cancellation or termination of this Agreement shall be without prejudice to any legal right the Bank may be entitled to against you, whether in respect of any antecedent breach of this Agreement or otherwise.

7. USE OF PIN

- 7.1. A PIN is generated upon issuance of a Credit Card, including a new or replacement Credit Card. The PIN is strictly confidential and shall not be disclosed to any other person under any circumstance or by any means whether

voluntarily or otherwise, as you are the only person authorised by the Bank to have knowledge of the PIN. You may set the PIN through the means availed by the Bank, including making a personal attendance at the Bank's branch and setting the PIN assisted by the Bank's officer. You who agrees to bear the risks arising from the delivery of the PIN by post, including the risks that the PIN mailer may be intercepted or retained by any other person or lost in transit, may request that the Bank deliver the PIN by post to you at your risks. The Bank shall not be liable for any loss and damage not caused by the Bank's gross negligence and you agree to indemnify the Bank from such loss and damage. You shall contact the Bank through any of the means provided in Clause 16.3 if you do not receive the PIN within 14 days after making the request for delivery of the PIN by post. As soon as practicable upon receipt of the PIN by post and before using it to effect any transactions, you are required to perform a PIN change at any of the Bank's ATMs. You may reset or change your PIN by such means availed by the Bank from time to time.

- 7.2. Notwithstanding anything herein to the contrary, as soon as you become aware of or has any reason to believe that your Credit Card and/or PIN have been misused and/or compromised by their disclosure, discovery, loss or theft by any other party, you shall immediately inform the Bank in the manner provided in Clause 16.3 below. You shall be liable for any loss or damage arising from the use of the Credit Card and/or PIN unless you have immediately notified the Bank in the manner provided in Clause 16.3 below as soon as you become aware of or has any reason to believe that your Credit Card and/or PIN have been misused and/or compromised and you have not acted fraudulently.
- 7.3. PIN may be required in the following instances (not exhaustive and subject to change from time to time):
 - (a) cash advances from any ATM bearing the Maestro/Cirrus/Visa or such other relevant logos, subject to cash advance fees and finance charges, which are published by the Bank at its official website at [www.ocbc.com.my]; and
 - (b) purchases from merchants.
- 7.4. When you use the Credit Card, you may be required to input the PIN or sign on the transaction receipt, or the transaction may be declined.
- 7.5. You shall be liable and responsible for all withdrawals of cash made or transactions or fund transfers effected by the use of the Credit Card whether with or without your knowledge or authority until receipt by the Bank of the written notice and both halves of the Credit Card.
- 7.6. Where you use the Credit Card at or in any of the Bank's ATMs or at or in any other ATMs as may be designated by the Bank from time to time, you shall be bound by the following terms and conditions which may be amended from time to time by the Bank:
 - (a) You shall be liable and responsible for all withdrawals of cash made or transactions of fund transfers effected by the use of the Credit Card whether with or without your knowledge or authority.
 - (b) The Bank's records of all transactions processed, sums withdrawn and fund transfers made shall be conclusive and binding upon you for all purposes whatsoever. You shall verify all entries in statements or records issued by the Bank and notify the Bank through any of the means provided in Clause 16.3 below of any errors or discrepancies in the statements or records within 14 days (or such other period as may be determined by the Bank) from date of the applicable statements or records. If the Bank does not receive any notification within the stipulated time, the entries in the statement or record shall be taken as correct, binding, final and conclusive.
- 7.7. In the event that you forget the PIN, you may:
 - (a) request for a replacement PIN which may be delivered to you by post or such other means as the Bank deems fit, and upon receipt of the replacement PIN you shall change PIN at any of the Bank's ATMs or,
 - (b) proceed to any of the Bank's branches, and request for PIN reset which may be carried out with the help of an authorized officer of the Bank.

8. OVERSEAS TRANSACTIONS

- 8.1. Transactions made outside Malaysia must be in the official currency of that country or a currency acceptable to MasterCard International, Visa International and/or any other franchise held by the Bank.
- 8.2. Transactions performed outside Malaysia are subject to such administration fees which may be imposed by MasterCard International, Visa International and/or any other payment processing franchise. In addition, the Bank shall be entitled to charge you any cost incurred by the Bank in connection with the conversion of any currency (other than Ringgit Malaysia and US dollars) into US dollars and the subsequent conversion from US dollars into Ringgit Malaysia to enable the Bank to effect settlement in Ringgit Malaysia.

- 8.3. You must comply with all the Foreign Exchange Administration Rules and/or the exchange control regulations of any other country where the transaction is executed and shall be liable for any infringement of such regulations, including any amendments thereto.
- 8.4. The Bank may from time to time give notice of particular country or countries in which the Credit Card may not be used, and the Bank shall not be liable for any loss or damage suffered or incurred for unavailable use of the Credit Card in such country or countries.
- 8.5. When performing transactions overseas, PIN may or may not be supported and signature may be required at attended point-of-sales terminals.

9. ONLINE TRANSACTIONS AND OCBC ONLINE BANKING

- 9.1. You may not be able to use the Credit Card for online purchases or transactions at certain websites, such as a 3D secure website, unless you have registered with the Bank to receive OTP, which may be required by a 3D secure website to authorize online purchase or transaction using Credit Card. You may register your mobile phone number to receive OTP by way of short message service (SMS) or download onto your mobile phone the software application designated by the Bank to generate OTP or you may have been issued a hardware token to receive OTP.
- 9.2. When you register for OCBC Online Banking (or by whatever other name as may be designated by the Bank for its internet banking services), you are required to create your own unique login name and password. Your access to OCBC Online Banking will be activated upon the correct input of your login name and password. It is your sole responsibility :
 - (a) to register the correct mobile phone number with the Bank if you select to receive the OTP by SMS via mobile phone and to keep the Bank immediately updated by notice given to the Bank's Contact Centre of all changes to the mobile phone number; or
 - (b) download onto your mobile phone the software application designated by the Bank to generate OTP, subject to the terms and conditions applicable to the software application and to uninstall or remove the software application when you change your mobile phone.

You shall not at any time disclose your login name and password to any person or permit the mobile phone registered with the Bank to receive OTP (by way of SMS or the designated software application) or the hardware token to come into the possession or control of any person other than himself.

- 9.3. You shall exercise reasonable care to prevent the disclosure, unauthorised use, loss or theft of the login name and password, the mobile phone registered with the Bank to receive OTP (by way of SMS or the designated software application) and the hardware token. The Bank shall not be responsible or liable for any loss caused to or damage suffered by you arising from or in connection with such disclosure, unauthorized use, loss or theft of the login name and password and/or the mobile phone registered with the Bank to receive OTP and/or the hardware token.
- 9.4. Notwithstanding anything herein to the contrary, as soon as you become aware of or has any reason to believe that your login name and password to access OCBC Online Banking and/or the mobile phone registered with the Bank to receive OTP and/or the hardware token have been misused and/or compromised by their disclosure, discovery, tampering, loss or theft by any other party, you shall immediately inform the Bank in the manner provided in Clause 16.3 below. You shall be liable for any loss or damage arising from the use of the login name and password and/or OTP transmitted to the mobile phone registered with the Bank and/or the hardware token unless you have immediately notified the Bank in the manner provided in Clause 16.3 below as soon as you become aware of or has any reason to believe that your login name and password and/or the mobile phone registered with the Bank and/or the hardware token have been misused and/or compromised and you have not acted fraudulently.

10. FEES AND CHARGES

- 10.1. Charges including the service charges or fees, card replacement fees, cheque returned fees, transaction receipt charges and/or any other charges or fees may be levied at such rates and in such manners as the Bank may in its sole and absolute discretion determine from time to time with 21 days' prior notice in writing to you . All charges and/or fee paid are non-refundable.
- 10.2. If there is credit balance in your Credit Card account at any time, no interest will be payable by the Bank. However, the Bank may in its sole and absolute discretion pay interest on your credit balance at whatever rates the Bank may determine from time to time.

- 10.3. You shall in addition to the interest stipulated in Clause 11.3 be liable to pay a late payment charge on the outstanding retail transactions and cash advance due, if TOTAL MINIMUM PAYMENT DUE (including any EXCESS referred to in Clause 11.2.b) is not received by the Bank on or before the due date. Late payment charge will be levied at such rate and subject to such minimum charge as may be determined by the Bank from time to time with written notice to you.
- 10.4. You agree to pay, and authorizes the Bank to debit your Credit Card Account for all fees, charges and interest incurred in connection with the issuance and use of your Credit Card, as well as all legal costs, charges and expenses which the Bank may incur in enforcing or seeking to enforce this Agreement or in recovering or seeking to recover payment of all or any part of the monies owing by you. Each Supplementary Cardmember shall jointly and severally with you be liable to pay the Bank all costs whatsoever in connection with the enforcement of this Agreement for the purposes of recovering payment of all or any part of the monies owing to the Bank in connection with or arising from the use of the Supplementary Credit Card issued to such Supplementary Cardmember.

11. PAYMENTS

11.1. You shall be liable to the Bank and shall repay the Bank for all monies charged and all liabilities incurred by you through the use of your Credit Card including but not limited to all sums incurred (whether shown in any transaction receipt or not) in respect of goods and services supplied by any merchant to any person against the Credit Card, all fund transfers effected through the use of the Credit Card (including but not limited to remittances, or the transfer of funds you're your Credit Card Account to another account (whether your account or otherwise), all cash advances obtained by the use of the Credit Card and traveller's cheque purchased together with the service charges incurred therein and such other charges or fees howsoever incurred which are charged by the Bank to your Credit Card Account and shown in the monthly statement as the sum owing and payable to the Bank (hereinafter called "the NEW BALANCE").

11.2. You shall either:

- (a) Pay the NEW BALANCE within such period as may be specified by the Bank from time to time; or
- (b) If you choose to utilise your Line of Credit and:

i) If the NEW BALANCE is within or equal to the Line of Credit, you shall make payment of such minimum amount as may be fixed by the Bank from time to time (hereinafter called "the MINIMUM DUE (CURRENT DUE)"); or

ii) If the NEW BALANCE is in excess of the Line of Credit, you shall pay to the Bank forthwith the entire amount which is in excess of the Line of Credit (hereinafter called "the EXCESS") together with the MINIMUM DUE (CURRENT DUE) referred to in Clause 11.2 (b)(i), together with interest at such rate or rates and calculated in such manner as may be fixed or determined by the Bank from time to time until full payment or realisation, subject always to a minimum interest charge as may be fixed by the Bank, without prejudice to any of the Bank's right contained herein if you default in making payment of a MINIMUM DUE (CURRENT DUE) including any EXCESS for any two (2) consecutive months you shall be liable in the third month to make full payment of the aggregate balance outstanding of your obligations to the Bank and such amount shall be deemed to be the TOTAL MINIMUM PAYMENT DUE (NEW BALANCE) for that month.

11.2A The MINIMUM DUE (CURRENT DUE) means the HIGHER of (a) and (b) below:

(a) The aggregate of the following:

(i) 5% of the NEW BALANCE (excluding the contracted monthly instalments referred in (ii) below); and

(ii) 100% of all contracted monthly instalment amounts including for any instalment payment plans, balance transfer plans and any auto balance conversion ("ABC").

(b) RM50

For more information on what is ABC, who is eligible to qualify for ABC and how ABC works, please visit <https://www.autobalconvert.com.my/>

11.3. Without prejudice to the Bank's right to vary the rate of interest and/or the amount of the minimum interest charge at any time from time to time with written notice to you, interest at such rate as may be determined by the Bank from time to time, calculated on a daily basis monthly rest but subject to such minimum interest charge as may be determined by the Bank from time to time, shall be charged:

- (a) On the outstanding retail transactions, cash and quasi-cash transactions that is not paid after the payment due date;

- (b) On the cash and quasi-cash transactions calculated from the transaction date, until full payment is received by the Bank posted in the current monthly statement; and
- (c) On all unpaid bank interest, fees and charges (except for late payment charge) posted in the current monthly statement, until full payment is received by the Bank.

The 20 days interest free period for retail transactions calculated from the statement date will no longer apply for all retail transactions posted in the subsequent monthly statement(s) if you fails to make full payment of the NEW BALANCE on or before the payment due date. In such event, the interest stipulated in this Clause 11.3 will be charged on all retail transactions calculated from the posting date of the transactions, until full payment is received by the Bank. The Bank shall have the right to vary the rate of interest and/or the amount of the minimum interest charge at any time from time to time with written notice to you.

- 11.4. In addition to the interest stipulated in Clause 11.3 hereof, you shall be liable to pay the late payment charge referred to in Clause 10.3.
- 11.5. The Bank shall send a monthly statement after the statement date to you until full payment of all sums due from you, notwithstanding the cancellation or refusal to renew the Credit Card or the termination of this Agreement. Provided that the Bank shall not send any monthly statement to you once the Bank has obtained judgement against you in respect of sums due from you to the Bank.
- 11.6 You covenant and undertake to diligently examine your monthly statement to ensure that the transactions stated therein have been properly incurred and the records and entries in the monthly statement shall be deemed to be conclusively correct and binding on you unless written notice to the contrary shall have been given to the Bank within fourteen (14) days from the date of the monthly statement.
- 11.7 All payments shall be made in Ringgit Malaysia and shall not be considered to have been made until the relevant funds have been received for value by the Bank.
- 11.8 You shall during your absence from Malaysia, authorise any person or persons residing in Malaysia to pay to the Bank all sums payable by you to the Bank hereunder, including but not limited to the sums payable under Clauses 11.2, 11.3 and 11.4, and you shall furnish the Bank with the name and address of any such person or persons.
- 11.9 The Bank shall at all times so long as any money may be due on the Credit Card Account have a right of combination, set-off or lien in respect of all monies now or hereafter standing to your credit on any banking account (whether savings, current, deposit or otherwise and in whatsoever and any other currency or currencies) or available credit lines to you at any branch of the Bank wherever located or any other monies whatsoever held by or on behalf of any of the branches of the Bank for your account (including but not limited to any proceed from the realisation of any security given by you to the Bank). The Bank shall give 7 days' prior notice before exercising its right of combination or set-off. Any payment received from you may be applied by the Bank as set out in Clause 11.12 below
- 11.10 Without prejudice to the generality of the foregoing, your obligations under this Clause 11 shall apply to any deduction or withholding imposed or collected pursuant to sections 1471 through 1474 of the US Internal Revenue Code of 1986, as amended (the "Code"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to those sections of the Code, any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code ("Applicable Laws and Regulations"). You shall supply to the Bank such forms, documentation, and other information relating to its status pursuant to sections 1471 through 1474 of the Code and any Applicable Laws and Regulations as the Bank may reasonably request from time to time to ensure its compliance with the Applicable Laws and Regulations.
- 11.11 The Bank's acceptance of late payments or partial payments or cheques or money orders marked as constituting payment in full shall not operate as a waiver of any or all of the Bank's rights created hereunder and shall not prevent the Bank from enforcing or continuing to enforce any of its rights under this Agreement to collect the amounts due nor shall acceptance operate as consent to the modification of this Agreement to any respect.
- 11.12 Payments received will be applied towards settlement of taxes, followed by cash advances, contracted monthly instalments, outstanding retail transactions, fees and charges attracting the highest interest rate to the lowest interest rate (and in the case of same interest rate, the order will start from the earliest to the latest transaction date). Payment received will be applied towards settlement of the outstanding interest and finance charges followed by outstanding principal balance and fees and charges.

11A. ELECTRONIC STATEMENT (E-STATEMENT)

- 11A.1. You can choose to receive your statement via electronic form and be viewed from a computer terminal by signing up for E-Statement via the Bank's Website. Upon your successful signing up, any statements, notices or

information will be sent to you electronically via the email address provided by you upon signing up for E-Statement.

- 11A.2. Once you have successfully signed up for the E-Statement, you will be bound by the terms and conditions which govern the use of the E-Statement which can be viewed on the Bank's website at www.ocbc.com.my.
- 11A.3. Once you have successfully signed up for the E-Statement, your enrolment will start on the next statement date and the Bank will cease sending you physical copies of statements, notices or information unless the E-Statement is cancelled or terminated by you or the Bank. However, when the E-Statement is still active, if you request for a physical copy of the statements of account, notices or information, the Bank may charge you a fee for a physical copy.
- 11A.4. For more information, please refer to www.ocbc.com.my/e-statements

12 SERVICE TAX

- 12.1. The Bank shall be entitled to impose and debit the Cardmember's Credit Card Account with service tax, withholding or other taxes, levies or charges on any Credit Card transactions.

13 LOST, STOLEN AND/OR MUTILATED CREDIT CARD

- 13.1 Save as hereinafter provided you shall be and shall remain liable to the Bank for all charges incurred and all cash advances effected through the use of the Credit Card, whether or not such usage is authorized by you. You shall use all reasonable precautions to prevent the loss, theft or fraudulent use of the Credit Card and to prevent the disclosure of your PIN to any other person. If any Credit Card is lost or stolen or PIN is disclosed or misplaced or compromised or a renewal or replacement Credit Card is not received, you must notify the Bank's Credit Card Centre immediately. You must make a police report and a copy of the report must be provided to the Bank. Unless and until notification, whether verbal or in writing from you is received by the Bank, you shall continue to remain liable to the Bank for all charges and advances whatsoever arising from all transactions, whether authorized or unauthorized incurred on the Credit Card(s) together with fees, interest and/or financial charges. In determining the extent of your liability for the unauthorized transactions incurred prior to the receipt by Bank of your notification, the Bank will also take into account any guidelines or rules laid down by Bank Negara Malaysia or any provisions of law.
- 13.2. You will be liable for PIN-based unauthorised transaction if you have (1) acted fraudulently, or (2) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of your Credit Card, or (3) voluntarily disclosed your PIN to another person, or (4) recorded your PIN on the Credit Card, or on anything kept in close proximity with the credit card.

You will be liable for unauthorised transactions which require signature verification or with a contactless card if you have : (1) acted fraudulently, or (2) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of your Credit Card, or (3) left your Credit Card or item containing the Credit Card unattended in places visible and accessible to others; or (4) voluntarily allowed another person to use your Credit Card.

- 13.3. In the event of a deadlock or in the event that you are not satisfied with the Bank's decision, you may refer the dispute to the Ombudsman of Financial Services for arbitration.

14 EXCLUSION OF LIABILITY

- 14.1. The Bank shall not in any circumstance be liable for any loss damage, inconvenience, injury, embarrassment or loss of reputation howsoever incurred or suffered by you under any circumstance whatsoever whether or not such circumstances relate to or arise out of this Agreement, including but not limited to any loss, damage, inconvenience, injury, embarrassment or loss of reputation howsoever incurred or suffered by you by reason of or arising out of or in connection with:
- a) The revocation, cancellation, termination, suspension, refusal or restriction in the use of the Credit Card; or
 - b) The listing of the Credit Card number in any cancellation and/or warning lists; or
 - c) Any act or omission of any merchant, howsoever caused; or
 - d) Any statement, representation or implication arising from the refusal of any merchant or any bank to accept or honour the Credit Card or to make advances to the full authorised limit; or
 - e) Any dissatisfaction with the quality, effectiveness and/or genuineness of any goods and/or services supplied by the merchant; or

- f) The failure of the provision of any of the services herein contemplated to be provided whether such a failure is caused by the failure of any mechanical or electronic device, data processing system or transmission link or due to any electrical failure, industrial dispute or any act of God or any other act or event beyond the Bank's control; or
 - g) Any contract or transaction connected with the use of the Credit Card.
- 14.2. If you have any claim or complaint against a merchant, you shall resolve such dispute with such merchant. Your liability and obligation to make payment to the Bank shall not be affected by such dispute or any counterclaim or right of set-off which you may have against such merchant.
- 14.3. You hereby irrevocably agree and confirm that where insurance liability coverage is arranged by the Bank for your benefit, any claim and notice made or to be made under such an insurance policy will be made by you at your own expense against the insurance company and in the event the insurance company rejects any claim made under the policy or avoids the policy for any reason whatsoever, you shall refer to the terms in the applicable insurance policy and communicate directly with the insurance company. No claim shall be made, brought or maintained against the Bank in connection with insurance liability coverage, save and except where loss and damage are suffered by you caused solely by the Bank's gross negligence.

15 NOTICES

- 15.1. Any correspondence or service of notice of legal process to the Cardmember may be given by ordinary post or otherwise sent to or left at the Cardmember's billing address stated in this application form or such other address as may from time to time be notified to the Bank's Credit Cards Department and if sent by post, shall be taken as served or received two (2) days after it was posted.
- 15.2. In addition and without prejudice to Clause 16.1 above, notice to all Cardmembers may be given by the Bank in any one of the following manners:
- (a) by posting a notice at the Bank's website;
 - (b) by posting a notice at the Bank's ATM or other electronic terminals;
 - (c) by displaying a notice at the Bank's offices and branches;
 - (d) by an advertisement made once in any national newspaper in Malaysia; or
 - (e) by any other mode considered appropriate by the Bank,
- and the notice shall take effect on the date stated therein.
- 15.3. Notice from you to the Bank, including notice of change to your personal data or particulars, or report on loss or compromise of your PIN or to report on any error or discrepancy in any statement or record, or to raise any dispute, may be made by:
- (i) calling the Bank's Contact Centre at such telephone number as may be published on the Bank's website from time to time; or
 - (ii) accessing the "Contact Us" icon on the Bank's website; or
 - (iii) written notice delivered to, or personal attendance to make report at, any of the Bank's branches; or
 - (iv) such other means as may be notified by the Bank from time to time.

16 DISCRETION TO HANDLE CREDIT BALANCE IN THE CREDIT CARD ACCOUNT

- 16.1. The Bank may pay or remit any credit balance in the Credit Card Account to you (or to your executor(s) or administrator(s) in the event of your death) upon you or your executor(s)'s or administrator(s)'s (whichever applicable) fulfilment of such conditions or requirements as may be imposed by the Bank on a case to case basis.
- 16.2. The Bank shall have no obligation to enquire about any beneficial rights of any parties to any such credit balance. Any payment or remittance of any credit balance made by the Bank to you under this clause shall be deemed to be the full and final discharge of the Bank's liabilities in relation to such credit balance.

17 DISPUTES AND ENQUIRIES

- 17.1. If you have any query or wishes to raise any dispute, you may contact the Bank through any of the means provided in Clause 15.3 above.
- 17.2. If you wish to raise any dispute, you are required to furnish certain requisite particulars, including but not limited to your name, the affected Credit Card account, the date of the disputed transaction, amount of the disputed

transaction, and reason why you believe that it is a disputed transaction. All disputes will be investigated by the Bank and if found to be false, will be rejected. If payment had been made on the dispute, the payment must be refunded to the Bank and all expenses incurred in the investigation and in recovering the payment shall be borne by the maker of the false dispute. In addition, police report will be lodged against all false disputes.

18 GENERAL TERMS

- 18.1. Any indulgence, failure or delay by the Bank to exercise any right or power contained hereunder shall not operate as a waiver thereof nor shall it preclude the Bank from exercising any such right or enforcing any such powers and shall not be interpreted as consent to the modification of this Agreement in any respect.
- 18.2. All matters arising out of the issuance or use of the Credit Card are governed by the laws of Malaysia and the parties hereto hereby submit to the jurisdiction of the Courts of Kuala Lumpur and you hereby waives any objection to proceedings in the Courts of Kuala Lumpur whether on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.
- 18.3. If you elect to participate in a financial plan for which such a plan is available, you agree to pay a finance charge at such rate or rates as may be determined by the Bank.
- 18.4. The Bank reserves the rights to vary, amend and/or impose additional clauses to the terms and conditions of this Agreement or the terms of charges or repayment at any time and from time to time by giving no less than 21 days' prior notice. In the event that you disagree with any of the changes, you shall forthwith indicate such disagreement by discontinuing the use of the Credit Card as from the date of effect of such changes and by cutting the Credit Card in half and returning both halves to the Bank. You agree that the Bank is entitled to proceed on the basis that the you have agreed with and accepted such changes without reservation, by your continued use of the Credit Card or your Line of Credit after the effective date.
- 18.5. Without prejudice to the generality of Clause 15.2 above, you hereby agrees to be bound by and comply with the additional terms and conditions referred to as "Important Notes for Cardmembers" in the monthly statements issued to you.
- 18.6. A certificate by an officer of the Bank as to the amount for the time being due and owing to the Bank from or by you shall be conclusive evidence against you for all purposes including any legal proceeding.
- 18.7. The Bank shall be entitled to appoint collection agencies to collect all sums due to the Bank from you under this Agreement.
- 18.8. The liabilities and/or obligations created by this Agreement shall continue to be valid and binding for all purposes whatsoever not withstanding any change by amalgamation, merger, reconstruction or otherwise which may be made in the constitution of the Bank.
- 18.9. Any term, condition, stipulation, provision, covenant or undertaking of this Agreement which is illegal, void, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.
- 18.10. Any money received hereunder may be placed and kept to the credit of a suspense account for as long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liability due or incurred by you to the Bank. Notwithstanding any such payment, in the event of any proceeding in or analogous to bankruptcy, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect for the whole or any part of such money and liabilities and no money of dividend so received by the Bank shall be treated as received in respect of the amount due from you to the Bank under this Agreement, and the full amount due from you to the Bank shall remain payable by you until the Bank shall have received from all sources one hundred sen in the Ringgit Malaysia on the ultimate balance outstanding against you . After the Bank has received such ultimate balance in full, any claim on your part to any excess or any securities remaining with the Bank shall be a matter of adjustment between the Bank and you and/or any other person or persons laying claim thereto.
- 18.11. The Credit Card Account shall not be used as channels for money laundering and you shall immediately notify the Bank if you suspects that the Credit Card is used for or in connection with, or the funds credited into the Credit Card Account are from, unlawful activities. You shall at all times comply with all laws and regulations (including the Foreign Exchange Administration Rules, the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and tax laws) of the jurisdiction which are binding upon or applicable to you.

- 18.12 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 ("FATCA"), and Standard for automatic Exchange of Financial Account Information in Tax Matters developed by the Organisation for Economic Co-operation and Development ("CRS"), (collectively, "Tax Laws") the Cardmember :
- (a) shall promptly make and procure the relevant person ("Relevant Person") to make such declaration, provide all documents and information to the Bank, and notify the Bank of any changes thereto; and
 - (b) confirms that you has procured the consent of a Relevant Person for disclosure by the Bank of the Relevant 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 FATCA and CRS;
 - (c) agrees that the Bank may at its sole discretion directly require (without involving the Cardmember) any Relevant Person to (i) provide or confirm the Relevant Person's information; and (ii) agree to any disclosure and/or waive any applicable restriction on disclosure;

SECTION F: PREMIER PRIVATE CLIENT SERVICES

The General Terms applicable to all Products and Services shall be read in conjunction with the specific terms and conditions as described in Section F.

These Terms and Conditions of OCBC Premier Private Client Services govern the OCBC Premier Private Clients in respect to the Accounts, Products and Services offered by the Bank.

Terms & Conditions Governing Premier Private Client

Section A: Eligibility Criteria, Termination or Cancellation

1. The Premier Private Client Services are made available to you who meet and maintain at all times the qualifying criteria for OCBC Premier Private Client, as revised from time to time by the Bank.
2. **Premier Private Segment Qualifying Criteria** consists of the following:
 - (a) You shall maintain a minimum of assets under management (AUM) of no less than **RM3,000,000** or such other amount as the Bank may determine from time to time maintained under your sole account or joint account where you are the primary account holder.
3. You agree that, a service fee will be payable to the Bank should you fail to maintain the segment qualifying criteria as mentioned in clause 2.
4. The Bank reserves the right to change the Bank's Client Advisor assigned to you without giving any reasons at any time and from time to time upon adequate notice given to you .
5. The Bank may terminate or cancel the Premier Private Client Services granted to you upon occurrence of any Event of Default .
6. You may at any time terminate or cancel the Premier Private Client Services by giving prior written notice to the Bank. Termination under this Agreement shall not discharge you from your obligations and liabilities accrued prior to the date of such termination.

Section B: Applications

1. Upon an application or request from you, the Bank may in its discretion make available any or all of the Accounts or Products or Services to you upon the terms and conditions set out in the Agreement.
2. The Bank may, from time to time and at its discretion, provide you with information and/or updates on products, services or investment opportunities via telephone, mobile, facsimile, email, post and other modes of communication. In this connection, you request, authorize and consent to the Bank and its employees and representatives contacting you via these modes of communication to provide such information and/or updates. Unless otherwise stated, these terms and conditions shall apply to such products, services and investment opportunities.

SECTION G: OTHER SERVICES

The General Terms applicable to all Products and Services shall be read in conjunction with the specific terms and conditions as described in Section G.

PART G1: TERMS AND CONDITIONS GOVERNING GLOBAL CUSTODY SERVICES

These Terms and Conditions govern OCBC Bank (Malaysia) Berhad's ("Custodian") appointment as your custodian:

1. INTERPRETATION

1.1. In these Terms and Conditions, except to the extent that the context requires otherwise:-

"Property" means all or any part of any of your Securities, cash, or any other property from time to time held by the Custodian or its nominees or agents under these Terms and Conditions, and

"sub-custodian" means a person utilised by the Custodian for the safe-keeping, clearance and settlement of Property, including any services normally provided by a custodian;

2. ESTABLISHMENT OF ACCOUNTS

2.1. You authorise the Custodian to establish on its books on these Terms and Conditions:

- (a) a Custody Account for the receipt, deposit, safe-keeping and maintenance of any Securities and other property (apart from cash); and
- (b) an Account for the debit or deposit of cash in Ringgit Malaysia or foreign currency in connection with any Securities or other property in the Custody Account.

2.2. The Custody Account and the Account will be in your name.

3. PROPERTY ACCEPTABLE FOR CUSTODY

3.1. Subject to sub-Clause 3.2, the Custodian agrees to accept:-

- (a) for custody in the Custody Account, Securities and any other form of property (apart from cash) acceptable to the Custodian which is capable of deposit under these Terms and Conditions; and
- (b) for deposit in the Account, cash.

3.2. The Custodian may in its absolute discretion decide whether to accept (in whole or in part) for custody in the Custody Account and/or for deposit in the Account.

4. REPRESENTATIONS AND WARRANTIES

4.1. You hereby represent and warrant to, and undertake with the Custodian that:-

- (a) during the currency of the agreement constituted by these Terms and Conditions ("Agreement"), you (and any Person on whose behalf you may act as agent or otherwise in a representative capacity) have and will continue to have full capacity and authority to enter into the Agreement and to carry out the transactions contemplated herein, and have taken and will continue to take all action (including, without limitation, the obtaining of all necessary governmental consents in any applicable jurisdiction) to authorise entering into and performance of the Agreement;
- (b) the source(s) of the Property:-
 - (i) is lawful under the laws and regulations (including the foreign exchange administration laws and regulations) of the jurisdiction binding on or applicable to you; and
 - (ii) had been legitimately acquired and not obtained from or is not the proceeds of or property derived or obtained, directly or indirectly, by any person as a result of any unlawful activity within the meaning of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or in contravention of any anti-money laundering laws or regulations binding on or applicable to you or Custodian;

and you will take all necessary actions to ensure that such laws or regulations will not be contravened and will be complied with at all times; and

- (c) you are solely responsible for:-
 - (i) ensuring that your Instructions are at all times in compliance with and not in breach of, and do not render the Custodian in breach of any applicable law, rule or other regulatory requirement (whether arising from any governmental or regulatory authority or that of a relevant stock exchange, clearing house, settlement system or market as aforesaid), or market practice; and
 - (ii) compliance matters under all securities, stock exchange, depository, exchange control, company laws and regulations, including without limitation, substantial shareholding reporting, takeover rules, and direct business transaction requirements.

5. TRANSACTIONS NOT REQUIRING INSTRUCTIONS

5.1. The Custodian is authorised to carry out the following relating to the Property without liability on the Custodian's part:-

- (a) to sign any affidavits, certificates of ownership or other certificates relating to the Property which may be required:-
 - (i) to obtain any Securities or cash; or
 - (ii) by any tax or other regulatory authority in any relevant jurisdiction, whether governmental or otherwise;
- (b) to collect, receive and/or credit the Custody Account or Account, as the case may be, with all income, payments and distributions in respect of any Property, and any capital arising out of or in connection with any Securities (including all Securities received by the Custodian as a result of a stock dividend, bonus issue, share sub-division or reorganisation, capitalisation of reserves or otherwise) and take any action necessary and proper in connection therewith;
- (c) to exchange interim or temporary receipts for definitive certificates, and old certificates for new certificates;
- (d) to make any payment by debiting your Account or any other account that you own with the Custodian as required:-
 - (i) to effect any Instruction;
 - (ii) to pay for Taxes, management or supervisory fees, agents' and other advisers' fees, distribution and operating expenses incurred under these Terms and Conditions; or
 - (iii) to make payments in connection with the conversion, exchange or surrender of Property held in the Custody Account or Cash Account;
- (e) to deliver to the Authorised Person, transaction advices/confirmations and/or regular statements of accounts showing the Property held, at such intervals as may be determined by the Custodian;
- (f) to notify the Authorised Person of all official notices, reports and financial information relating to the Property when received by the Custodian, and to seek Instructions as to any action to be taken in connection therewith; and
- (g) to attend to all other matters in connection with anything provided in this Clause 5 or any Instructions.

6. TRANSACTIONS REQUIRING INSTRUCTIONS

6.1. The Custodian is authorised to carry out the following transactions relating to the Property upon receipt of Instructions:-

- (a) to make payment for and/or receive any Property or deliver or dispose of any Securities except as otherwise specifically provided for in these Terms and Conditions;
- (b) to deal with script issues, rights, conversions, options, warrants and other similar interests or any other discretionary rights in connection with any Property;
- (c) to exercise any voting rights attached to Securities, only as you may specify in your Instructions. For the avoidance of doubt, in the absence of your Instructions, the Custodian will abstain from voting;

- (d) to insure the Property on your behalf provided that the you make available to the Custodian, the cost of such insurance in advance or authorise the Custodian to debit such cost to your Cash Account or any other account that you own with the Custodian; and
- (e) carry out any action affecting Property or the Custody Account or the Account other than those specified in Clause 5.

7. POOLING AND REGISTRATION

7.1. The Property will be registered as the Custodian may direct either in the name of the Custodian or its nominee company or its agent in the jurisdiction where the Property is required to be registered or may otherwise be held. The Custodian may co-mingle the Property with the property, like with like, of other customers of the Custodian including in an omnibus account held by or with another custodian or a sub-custodian. In such situations, your interest in the Property may not be identifiable by separate certificates, or other physical document or equivalent electronic records; your beneficial entitlement to any Property that has been co-mingled shall be proportionate to the Property deposited with the Custodian by you (as increased or diminished by subsequent sales or purchases from time to time) as conclusively evidenced by records maintained by the Custodian.

The Custodian will identify on its books that the Property is held for the account of the Customer.

The Custodian will hold, to the extent practicable, the Property in a Clearance System only in an account of the Custodian which holds exclusively assets held by the Custodian for its customers.

- 7.2. The Custodian will direct each sub-custodian to identify on its books that Property is held for the account of the Custodian as custodian for its customers. The Custodian will direct each sub-custodian, to the extent practicable, to hold Property in a Clearance System only in an account of the sub-custodian which holds exclusively assets held by the sub-custodian for its customers.
- 7.3. Any Property deposited by the Custodian with a sub-custodian will be subject only to the instructions of the Custodian, and any Property held in a Clearance System for the account of a sub-custodian will be subject only to the instructions of the sub-custodian.
- 7.4. In respect of any Property the title to or rights in respect of which are evidenced by book entry records in a Clearance System, the Custodian may require that such transfers be made as are necessary for such Property to be credited to a Clearance System account or sub-account in the name of the Custodian or its nominee or its agent.

8. CUSTODY ACCOUNT AND CASH ACCOUNT PROCEDURES

- 8.1. The Custodian is not obliged to credit Securities to the Custody Account before receipt of such Securities by final settlement. If the Custodian has received Instructions that would result in the delivery of Securities exceeding credits to the Custody Account for those Securities, the Custodian may reject the Instructions or may decide which deliveries it will make (in whole or in part and in the order it selects). You acknowledge and agree to bear the risk and expense associated with investing in Securities denominated in any currency.
- 8.2. The Custodian is not obliged to make a credit or debit to the Account before receipt by the Custodian of a corresponding and final payment in cleared funds. If the Custodian makes a credit or debit before such receipt, the Custodian may at any time reverse all or part of the credit or debit (including any interest thereon), and/or require repayment of any amount corresponding to any debit or credit (including any interest thereon). You must ensure funds and/or securities are available for settlement of purchase and/or sale (as the case may be) of securities before the applicable cut-off time. If the Custodian is the seller, the mode of payment must be acceptable to the Custodian, and the Custodian reserves the right to require payment before execution of any order to purchase Securities.
- 8.3. The Custodian may but is not obliged to make any debit to the Account which might result in or increase a debit balance. If the total amount of debits to the Account at any time would otherwise result in a debit balance or exceed the immediately available funds credited to the Account, the Custodian may decide which debits it will make (in whole or in part and in the order it selects).

- 8.4. Nothing in these Terms and Conditions shall oblige the Custodian to extend credit, grant financial accommodation or otherwise advance moneys (collectively, "Credit") to you for the purpose of meeting any payments or otherwise carrying out any Instructions. If the Custodian grants any Credit to you, the Custodian may at any time cancel any extension of Credit.
- 8.5. You shall transfer to the Custodian on closure of the Account and otherwise on demand from the Custodian, sufficient immediately available funds to cover any debit balance on the Cash Account or any other extension of Credit and any interest, fees and other amounts owed.
- 8.6. You acknowledge and agree to bear the risk and expense associated with cash denominated in any currency. Without prejudice to the foregoing, all conversions of currencies from and to Malaysian Ringgit shall be at your risk and expense, and the Custodian shall be entitled to purchase or sell (as the case may be) Ringgit Malaysia as at the date of such purchase or sale, all in accordance with its usual practice and at the rate of exchange as it deems fit.
- 8.7. The operation of the Custody Account for Malaysian Ringgit Bonds shall be governed by the Code of Conduct and Market Practices for the Malaysian Corporate Bond Market, and the rules, guidelines and directives issued by any relevant authorities or bodies (collectively, the "Code"). The Code shall apply to the sale and purchase contract between you and the Bank.

9. USE OF AGENTS, ADVISERS AND CLEARANCE SYSTEMS

9.1. You agree and understand that:-

- (a) the Custodian is authorised to appoint sub-custodians or agents (including any member of the OCBC Group), whether in its own or your name, to perform the whole or any part of the duties, and/or to exercise any of the rights and powers, of the Custodian under these Terms and Conditions. The Custodian may delegate to any sub-custodian or agent so appointed any of its duties and functions under these Terms and Conditions including (without limitation) the collection of all payments due on the Property and whether of an income or a capital nature;
- (b) the Custodian shall be liable to you to the extent that the Custodian has not exercised reasonable care in selecting and appointing agents or sub-custodians by ensuring that it appoints only reputedly competent persons; and
- (c) the Custodian is entitled and authorised to deposit any Property (other than cash) in any Clearance System, and to open, maintain and operate an account or accounts, in its own or its nominee's name or in your name, with any such Clearance System, and any Property so held, and any such account shall be subject to the rules and operating procedures of such Clearance System and any applicable laws and regulations whether of a governmental authority or otherwise. The Custodian shall not be responsible or liable for any loss arising from the deposit of any Property with, and the employment of, any Clearance System, unless the loss is caused directly by the wilful default of gross negligence of the Custodian or the Clearance System.

10. OCBC GROUP'S INVOLVEMENT

10.1. You hereby authorise the Custodian without the need for the Custodian **to obtain your prior consent:-**

- (a) when acting on Instructions from you, to purchase and sell Securities or any other property from and to the Custodian or any other member of the OCBC Group and through any member of the OCBC Group, and from and to any other client of the Custodian; and
- (b) to obtain and keep, without being liable to account to you, any commission payable by any third party or any other member of the OCBC Group in connection with dealings arising out of or in connection with the Custody Account and/or the Cash Account.

10.2. You agree and understand that if the Custodian, acting on Instructions from you, arrange for investment in the name of the Custodian (but for your account) in any Securities or any other property, held, issued or managed by any member

of the OCBC Group, then such member of the OCBC Group may retain a profit (other than the charges, commissions and fees payable by you under these Terms and Conditions) without being liable to account to you for such profit.

10.3. You agree and understand that the Custodian may have banking relationships with companies whose Securities or any other property are held in the Custody Account or which are purchased or sold for the Custody Account.

11. SCOPE OF RESPONSIBILITY

11.1. You agree and acknowledge that:-

- (a) save as to the extent caused by the recklessness, wilful default or fraud of the Custodian or its directors, officers, employees or agents, the Custodian shall have no responsibility or liability (whether in contract or tort, including for negligence) in respect of:-
 - (i) any acts or omissions of the Custodian:-
 - (1) pursuant to any Instructions; or
 - (2) under these Terms and Conditions including without limitation, any execution, failure to execute, or mistakes in the execution of, any Instruction;
 - (ii) any loss or expense that you incur as a result of or in connection with the transfer to you or the collection or deposit or crediting to your Cash Account and/or Custody Account of invalid, fraudulent, or forged transactions or any entry in your Cash Account and/or Custody Account which may be made in connection therewith;
 - (iii) any advice or opinion which may be given to you pursuant to these Terms and Conditions or in respect of any transaction or proposed transaction;
 - (iv) any inaccuracies in or omission from any memorandum or other document prepared by the Custodian for you, or sent by the Custodian to or to the order of you; and
 - (v) loss of business, loss of profits, loss of data, indirect, consequential, special or incidental damages, liabilities, claims, losses, expenses, disbursements, awards, penalties, proceedings and costs regardless of whether the possibility of such losses or damages was disclosed to, or could have reasonably been foreseen by the Custodian.

Notwithstanding any provisions in these Terms and Conditions, the Custodian's maximum liability under or in connection with these Terms and Conditions (whether in respect of one or more claims) shall not exceed RM1 million;
- (b) without affecting the generality of any provisions in these Terms and Conditions, the Custodian shall not be responsible for the title, validity or genuineness of any Property or other property or evidence of title thereto received by it or delivered by it pursuant to these Terms and Conditions and shall be held harmless by you in acting upon, and may conclusively rely on, without liability for any loss resulting therefrom, any notice, request, consent, certificate or other instrument believed by it to be genuine and to be signed or furnished by the proper party or parties, including, without limitation, Instructions;
- (c) the Custodian is responsible for the performance of only those duties as are expressly set forth herein, including the performance of any Instructions given in accordance with these Terms and Conditions. The Custodian shall have no implied duties or obligations;
- (d) all obligations and duties of the Custodian are solely of the Custodian and not those of any other members of the OCBC Group. Your rights extend only to the Custodian and not to any other members of OCBC Group;
- (e) unless expressly provided for herein, the Custodian is not responsible for the acts, omissions, defaults or insolvency of any third party including, any broker, counterparty or issuer of Securities;
- (f) You shall examine the following and notify the Custodian of any discrepancy between Instructions given and the statements or entries shown therein and/or of any other errors therein:-
 - (i) within 24 hours of receipt of a transaction advice/confirmation; and

- (ii) within 7 days of receipt of statement of account supplied to you by the Custodian pursuant to Clause 5(e). In the absence of any notification by you within the stipulated time, all such entries or statements shall be taken as correct, conclusive and binding on you;
- (g) the Custodian is not responsible for the form, accuracy or contents of any notice, circular, report announcement or other material provided under Clause 5(f) and not prepared by the Custodian, including the accuracy or completeness of any translation, if any, in regard to such forwarded communications. Nothing herein obliges the Custodian to provide any translation of any communications;
- (h) the Custodian or its nominees, sub-custodians or agents, as the case may be, may (but without being under any duty or obligation) institute or defend legal proceedings, or take or defend any other action arising out of or in connection with the Property provided that you indemnify the Custodian against any costs, charges and expenses arising from such proceedings or other action and makes available to the Custodian such security in respect of such costs, charges and expenses as the Custodian in its absolute discretion deems necessary;
- (i) all collections of the Property and of any funds or other property paid or distributed in respect of the Property is made at your risk;
- (j) you shall be responsible for all filings, tax returns and reports on any transactions undertaken pursuant to these Terms and Conditions which must be made to any relevant authority whether governmental or otherwise and for the payment of all unpaid calls, taxes (including without limitation any sales and services tax or value added tax), imposts, levies or duties due on any principal or interest; or any other liability or payment arising out of or in connection with the Property, and in so far as the Custodian is under any obligation (whether of a governmental nature or otherwise) to pay the same on your behalf it may do so out of any moneys or assets held by the Custodian pursuant to these Terms and Conditions;
- (k) the Custodian is not acting under these Terms and Conditions as your tax adviser, investment manager or investment adviser and that the Custodian's duty is solely to keep safe custody of the Property (with responsibility for the selection, acquisition and disposal of the Property remaining with you at all times); and
- (l) the Custodian shall be a bare custodian and not a trustee.

12. DISCLOSURE BY YOU

12.1. You shall provide in a timely manner all such information and proof (copies or originals), including the identities and details of the substantial shareholders in any companies, beneficiaries and ultimate beneficiaries and tax status of the foregoing, as may from time to time be deemed required by the Custodian to comply with or fulfill any obligations under any laws, including without limitation tax laws, money-laundering laws and regulations:-

- (a) prior to the establishment of any Cash Account and Custody Account;
- (b) regularly on a monthly basis or such other interval as the Custodian may from time to time inform you; and
- (c) at any time on the Custodian's written request.

12.2. You warrant and represent to, and covenant with the Custodian that all information provided by you to the Custodian in relation to these Terms and Conditions shall be true, accurate and complete, and you shall update the Custodian promptly with any changes to the information.

13. WITHHOLDING TAXES

13.1. If any Taxes become payable with respect to any payment to be made to you, such Taxes shall be payable by you and the Custodian may withhold the Taxes from such payment. The Custodian may withhold any cash held or received with respect to the Cash Account and apply such cash in satisfaction of such Taxes. If any Taxes become payable with respect to any prior payment made to you by the Custodian, the Custodian may withhold any cash in satisfaction of such prior Taxes. You shall remain liable for any deficiency. The Custodian does not provide any tax relief or tax reclaim services for you.

14. INDEMNITY

14.1. You agree to indemnify the Custodian and each of the Custodian's nominees, sub-custodians or agents and to hold the Custodian and such nominees, sub-custodians or agents harmless, against all costs, liabilities and reasonable expenses including (without limitation) any legal fees and disbursements on a full indemnity basis, and any Taxes, including without limitation sales and services tax, value added tax or similar tax in connection therewith arising directly or indirectly:-

- (a) from the fact that the Property is registered in the name of or held by the Custodian or any such nominee or agent;
- (b) without limiting the generality of Clause 14.1(a), from any act or thing (including, without limitation, any overdraft or other financial accommodation which arises on the books of the Custodian whether on an advised or unadvised basis) which the Custodian or such nominee or sub-custodian or agent allows, takes or does or omits to allow, take or do in relation to the Property under or pursuant to these Terms and Conditions or as a consequence of the carrying out of any Instructions;
- (c) from the Custodian or any such nominees or agent carrying out any Instructions believed by it in good faith to have been given by an Authorised Person; or
- (d) from any claims, demands, actions, legal proceedings made, issued or commenced against the Custodian (i) which you are not fully successful, or (ii) by a third party who is in dispute (whether related to the custody services) with you. This indemnity shall not be discharged or cancelled under any circumstances whatsoever and shall continue as an independent covenant without merger into any judgement that the Custodian may obtain against you. The certificate or confirmation issued by the Custodian as to any losses, expenses, claims or damages payable to it pursuant to this clause shall, save for any manifest error, be final and conclusive and binding upon you,

PROVIDED THAT neither the Custodian, its nominees, sub-custodians or agents shall be indemnified against any liability arising out of the Custodian's or such nominee's or sub-custodian's or agent's own negligence or wilful default.

15. LIEN

If you owe any liabilities and obligations (whether actual or contingent) to the Custodian under these Terms and Conditions, the Custodian shall have a general lien on all Property (other than cash) until the satisfaction of all liabilities and obligations. The Custodian shall be entitled to, by prior written notice to you, sell or otherwise realise any such Property and to apply the proceeds of any such sale or realisation and monies from time to time deposited with it under these Terms and Conditions to satisfy such liabilities and obligations; for the purpose of such application the Custodian may purchase with any monies standing to the credit of any account such other currencies and at such rate(s) of exchange as may be necessary to effect such application.

16. FEES AND EXPENSES

Without prejudice to any of its liabilities and obligations under these Terms and Conditions, you agree to pay to the Custodian from time to time such fees/commission including any applicable sales and services tax or other value added tax (whether imposed in Malaysia or elsewhere) for its services pursuant to these Terms and Conditions as may be notified by the Custodian to you from time to time and the Custodian's out-of-pocket or incidental expenses, including (without limitation) all those items referred to in Clause 5.1(d)(ii), and you agree to hold the Custodian harmless from any liability, loss, or withholding, resulting from any Taxes or other governmental charges, and any expenses related thereto, which may be imposed, or assessed in connection with or arising out of the Custody Account and/or the Cash Account. The Custodian is further authorised to debit (as well after as before the date of any termination pursuant to Clause 17) any account of yours with the Custodian including (without limitation) the Cash Account, any amount owing to the Custodian from time to time under these Terms and Conditions. The fees and charges for services provided by the Custodian to you may be varied by the Custodian by giving prior written notice to you.

17. TERMINATION

Either of the Parties may terminate the Agreement on giving prior written notice to the other Party. Upon the expiry of such notice the Custodian shall, subject to Clause 15, deliver the Property as instructed by you. PROVIDED THAT if the Custodian has effected any transaction on your behalf the settlement of which is likely to extend beyond the expiry of such notice, then the Custodian shall be entitled in its absolute discretion to close out or complete such transaction and to retain sufficient Property for that purpose.

PART G2: TERMS AND CONDITIONS GOVERNING THE HIRING OF SAFE DEPOSIT BOXES

In consideration of the Bank agreeing to hire the safe deposit box (the "Box") identified in the Safe Deposit Box Form ("Application") to you ("the Account Holder") at a pre-determined rental, you agree to be bound by the Application and these terms and conditions as may be amended supplemented or modified by the Bank from time to time. Where 2 or more persons are included in the term "Account Holder", all covenants agreements terms and conditions provisions restrictions or obligations contained in the Application and these terms and conditions shall be deemed to be made by binding on and applicable to them jointly and each of them severally.

1 CONDITION PRECEDENT

It is a condition precedent for the hiring of the Box that you shall maintain a banking account with the Bank and such account shall be maintained for so long as the safe deposit box ("Box") is hired to you. Closure or termination of the account shall, unless otherwise decided by the Bank at its sole discretion, be taken as your instruction to terminate the hiring of the Box, whereupon Clause 11.1 shall apply.

2 HIRING OF BOX

- 2.1 The hiring of the Box shall not confer on you any greater or other interest than a license to use the Box during the term of hire for the deposit of articles of a suitable nature in accordance with these terms and conditions.
- 2.2 The rental of the Box shall commence on the date of the Application and shall be automatically renewed on a yearly or such other periodic basis as may be determined by the Bank, unless otherwise terminated by the Bank or you in accordance with these terms and conditions.
- 2.3 The annual rental is chargeable on a yearly or such other periodic basis as determined by the Bank from time to time and is payable by you for a period of one year in advance.

3 KEY DEPOSIT AND OTHER CHARGES

- 3.1 If the hiring is terminated before the expiration of the period for which the advance rental has been paid, the Bank will refund to you, a prorated portion of the advance rental based on the number of complete months from the termination of the hiring up to the date that the advance rental had been paid. E.g. if the advance annual rental paid on 1 Jan is RM300, and the hiring is terminated on 16 June, the refund is $RM300/12 \times 6 = RM150$.
- 3.2 A deposit of such amount as determined by the Bank (the "Deposit") shall be paid by you in advance, for the supply of two keys to the Box (collectively, the "Keys" and individually a "Key"). The Deposit shall be refunded to you on handing over the empty Box and the Keys to the Bank subject to the Bank's right to apply the whole part of the Deposit towards payment of any money due to the Bank under the SDB Agreement and these terms and conditions and to forfeit the whole or part thereof if the Keys are not returned or if a new or replacement Key is required.
- 3.3 The annual rental, fees and charges imposed on the Box are available on request or from the Bank's branches, website or any other delivery channel of the Bank. The Bank may at any time at its absolute discretion and upon 21 days' prior notice to you, change or vary the prevailing annual rental rate and the fees and charges of the Box.

4 KEY AND LOCK

- 4.1 Each Box can only be opened by using a Key together with a differently configured master key in the possession of the Bank.
- 4.2 You undertake to keep the Keys secure. You shall notify the Bank if any of the Keys is lost, stolen or mislaid. Unless and until the Bank is notified of the loss, theft or mislay of any of the Keys, the Bank shall not be responsible for any loss or damage resulting from such loss, theft or mislay including but not limited to the Box being opened and the contents removed by any person producing the Keys and impersonating you.
- 4.3 Any repair or replacement of the safe lock or Key shall only be carried out exclusively by authorized workmen nominated by the Bank, and where the repair does not arise from reasonable wear and tear or is caused by you in any manner whatsoever, the expenses incurred for such repair or replacement of lock or Key shall be borne by you .
- 4.4 The Keys shall be surrendered to the Bank in a working and good condition upon termination of the rental. You shall not in any circumstances make copies of the Keys.

5 PROHIBITED USE AND RESTRICTIONS

- 5.1 You shall not transfer, assign or sublet the whole or part of the Box or permit any other person to use the Box or any part thereof.
- 5.2 You represent and warrant to the Bank that the items deposited in the Box are from lawful sources and does not breach the Anti-Money Laundering and Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or similar legislation applying in the jurisdiction where the items are derived or any tax laws which you are subject to.
- 5.3 You shall not use or permit the Box to be used for the deposit of any liquid or anything of an explosive, dangerous or offensive nature, or anything which may become a nuisance to the Bank or any of its other clients or any other purposes than for the deposit of valuables or other properties of similar nature. You shall on the Bank's demand permit the Bank to have access to the Box to examine its state and condition, to make any repairs or adjustments it may deem necessary and to ascertain whether the conditions hereof are being fulfilled. If the Bank suffers any damage or loss or incurs any liability as a result of your breach of this condition, you shall fully indemnify the Bank against such damage, loss or liability.
- 5.4 All fees, costs, and expenses whatsoever including abortive costs, legal costs (on a solicitor and own client basis), stamp duty incurred by the Bank in respect of the Box shall be borne by you whether or not the Box is utilized, withdrawn or cancelled for whatever reason unless stated otherwise. In the event the Box has to be recovered by any process of law, all fees and costs in connection with such recovery including the Bank's legal fees and costs (on a solicitors and own client basis) shall be borne by you.

6 OPERATIONS AND ACCESS

- 6.1 You may access the Box at all reasonable times (except Saturday, Sundays and Holidays) during the usual business hours of the Bank subject to such conditions stated herein together with any other revisions which may from time to time be made by the Bank. Access shall be permitted only on a written application signed by you but the Bank will not be bound to allow such access if your signature is not verified to the satisfaction of the Bank and the Bank shall not be responsible for any loss or damage arising from the Bank refusing to give you access to the Box by reason of the Bank not being satisfied as to the genuineness of the signature.
- 6.2 The Bank shall also refuse access to the Box if the rental or other fees and charges are in arrears or are otherwise remaining unpaid or if any sum of money is due or owing to the Bank by you under this Application.
- 6.3 You shall not appoint any third party to have access to the Box. The Bank may refuse any third party to operate and access the Box.

7 EXEMPTION AND EXCLUSION OF LIABILITIES

- 7.1 The Bank shall not be deemed to become a bailee of the contents of the Box or any part thereof.
- 7.2 The Bank shall not be affected by any notice of any trust or equity to the contents of the Box or any part thereof. Subject to Clause 5.2 and 5.3, the nature and value of the contents of the Box shall be of no concern to the Bank.
- 7.3 The Bank shall not be responsible for any loss or damage in respect of the contents of the Box from any causes beyond the control of the Bank, including not limited to causes such as flood, explosion, earthquake, riots, acts of terrorism, landslide etc., unless the loss is attributable to the Bank's negligence.

8 INSURANCE

- 8.1 In the event of loss suffered by you as a result of destruction/loss/damage to the contents of the Box arising from a robbery and/or burglary the Bank shall, subject to satisfactory completion of proper claims documentation, be liable up to a maximum cover in the sum of RM20,000-00 only for such loss.
- 8.2 You acknowledge, agree and is fully aware that the Bank is not in any way obliged to and will not take out any insurance in respect of the contents of the Box, save for the insurance cover in the sum of RM20,000-00 per Box for loss and damages to the contents of the Box arising from a robbery and/or burglary. You agree that you are responsible for taking out your own insurance in respect of the contents for such additional amounts and against such risks as you may consider appropriate. The liability of the Bank in respect of any claims whatsoever with regard

to or relating to the Box shall be limited to RM20,000-00 per Box for loss and damages to the contents of the Box arising from a robbery and/or burglary.

9 LIEN

- 9.1 The Bank shall have a lien or charge on the contents of the Box for the rent and all sums due owing to the Bank under these terms and conditions and the Application.
- 9.2 The Bank may after giving prior notice of its intention to you, sell all or any of the contents of the Box and apply the net proceeds in or towards satisfaction of the moneys due to the Bank for such rent or expenses as aforesaid the Bank shall not be liable for any loss which may arise from or be occasioned by such sale.
- 9.3 The Bank is authorised to debit your account with the rental, fees and charges and all other sums payable by you under the Application and these terms and conditions as and when due.
- 9.4 In addition to the Bank's lien, right of set-off or other rights and remedies which the Bank may have, the Bank shall be entitled at any time and with 7 days' prior notice to you combine or consolidate all or any of your accounts including your accounts held alone or jointly with any other person (whether current, deposit, savings or of any other nature whatsoever and whether in Malaysia or elsewhere) and set-off or transfer any sums standing to the credit of any one or more such accounts in or towards satisfaction of any of your moneys obligations and liabilities to the Bank under the Application and these terms and conditions and where such combination set-off or transfer requires the conversion of one currency into another, the Bank is authorised to effect such conversion at the Bank's own rate of exchange than prevailing (as conclusively determined the Bank).

10 RELOCATION OF BOX

- 10.1 The Bank shall be entitled to at any time by giving 30 days' (or such other period as may be determined by the Bank) prior notice to you to relocate the Box. The relocation of the Box may be conducted on the expiration of the said notice and the Bank shall be at liberty to exercise all or any of the powers conferred by these terms and conditions.

11 TERMINATION

- 11.1 You may terminate the hiring at any time. The Bank may terminate the hiring by giving at least 30 days' notice to you without cause.
- 11.2 The Bank may terminate the hiring of the Box by giving at least 30 days' notice to you:-
- (a) If the rent be in arrears and unpaid for one month after the due date or if there shall be any breach or non-observance or non-performance of any of these clauses, and you fail to remedy the default within one month from the date of the notice from the Bank,
 - (b) if the Bank believes or suspects that the Box is used for money laundering or other fraudulent or illegal activities or in breach of any guidelines or rules issued by Bank Negara Malaysia or any other authority;
 - (c) if the Bank in good faith doubts the authority or authenticity of any instructions;
 - (d) if you are bankrupt; or
 - (e) if there is a dispute between joint Hirers or others over the Box.
- 11.3 Upon termination of the hiring, you shall forthwith remove all contents of the Box and return the Keys to the Bank. The receipt of the Keys shall be acknowledged by the Bank refunding the Deposit to you after the deduction of any monies in accordance with these terms and conditions.
- 11.4 In the case of a joint hiring (where the manner of operation of the Box stipulates that any one of the joint hirers may gain access to the Box) each of the Hirers hereby agrees that the Bank shall be entitled to act upon the instructions of any one of the joint Hirer to terminate this Application and to close the Box and such instruction shall be a complete discharge of the obligations of the Bank to the Account Holder(s).
- 11.5 In the event of the Keys not being returned to the Bank within six months from the termination of the hiring, the Bank shall have the right at any time thereafter to break open the Box and if the Bank thinks fit to break the seal of any packet or receptacle in the Box and unlock or break open any locked receptacle without being responsible for the damage occasioned. The Bank shall be at liberty to forward the contents of the Box by registered post or other reasonable means at your risk to you at the last known address pursuant to Clause 15 or at the Bank's option it may retain and keep the said contents in the same Box or such other safe or place as it may think fit at your sole risk and the Bank shall be entitled to charge a sum equal to double the rent payable hereunder for the period commencing

from the date of termination of the Application until the Bank forwards the contents of the Box to you or until you shall remove the contents of the Box.

12 DOUBLE RENT

- 12.1 If the contents of the Box is not removed or keys is not returned to the Bank on or before the termination of the Agreement by either party and you shall be liable to pay to the Bank double rent from the date of the termination until the contents of the Box is removed and the Keys are returned to the Bank.

13 DEATH / BANKRUPTCY / WINDING UP / DISSOLUTION

- 13.1 Where 2 or more persons are included in the term "Account Holder", all obligations and covenants in these terms and conditions shall be deemed to be made by and binding on each of the Hirer jointly and severally and the Box shall be deemed to be opened or maintained in joint names with right of survivorship. The Application shall not be terminated by the death or incapacity of any of the Account Holders but shall remain in full force for the remaining survivor. If the Bank receives contradictory instructions from the joint Hirers, the Bank may choose to act on the mandate of all the Account Holders or terminate the hiring of the Box.
- 13.2 Upon the death of any one or more of the Account Holders, the Bank shall be entitled to allow the survivor to access to the Box and remove all of the contents provided prior to such access the survivor(s) shall produce the Keys and such other verification and/or sign such documents that may be required by the Bank.
- 13.3 Upon the death of the last survivor, all the deceased Account Holders(s) right and interests shall be vested in his/her legal representative(s) upon production of the Grant of Probate or Letters of Administration and such representative(s) shall on producing the Keys and by complying with such procedures prescribed by the Bank, have access to the Box and remove all its contents, whereupon the hiring of the Box shall deemed to be immediately terminated.
- 13.4 The Bank may at its sole discretion and without being responsible for any loss or damage howsoever caused or arising prior to the Grant of Probate or Letters of Administration being produced permit upon such terms and conditions as the Bank deems fit, any person(s) claiming to be entitled to administer the deceased client's estate (in the case of joint Hirers, upon the death of the last survivor, the last survivor's estate) to open the Box and examine the contents in the presence of an officer of the Bank, but such person shall not remove any of the contents except for the Hirer(s) Will or Testamentary document whereby such person(s) is/are appointed as executor(s) of the Hirer(s) estate, in which event the Bank shall be allowed to retain a photocopy of such document.

14 VARIATION OF TERMS

- 14.1 You agree that the Bank may at any time at its absolute discretion and upon 21 days' prior notice in writing to the Hirer, change any one or more of these terms and conditions in the manner stated in the General Terms applicable to all Products and Services.
- 14.2 If you do not accept such change(s), you shall forthwith discontinue the hire of the Box and instruct the Bank to terminate the hiring of Box. Where you continue to hire the Box after such notification, you shall be deemed to have agreed with and accepted such change(s).
- 14.3 In the event that the Bank decides in its absolute discretion to discontinue the hiring of Box governed by these terms and conditions permanently, the Bank shall give written notice of such discontinuation to you.

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