

TERMS AND CONDITIONS GOVERNING FOREIGN CURRENCY FIXED DEPOSIT ACCOUNT

Enumerated below are the General Terms and Conditions governing the opening and operations of a Foreign Currency Fixed Deposit Account with the Bank.

General Terms and Conditions

1. Account Opening

I/We/The Organisation am/are/is aware, agree and confirm the following:-

- 1.1 I/We/The Organisation am/are/is authorised to open the accounts and hereby furnish the particulars required to open the accounts and declare that all the information are correct. I/We/The Organisation undertake(s) to immediately inform the Bank of any changes to my/our personal/the Organisation's details.
- 1.2 I/We/The Organisation am/are/is required to provide the Bank with all such documents/forms, as may be prescribed by the Bank, together with my/the authorised signatory(ies) specimen signature(s) for sighting/verification by the Bank's authorised officer.
- 1.3 The Bank reserves the right to accept or reject this application without assigning any reason whatsoever.

2. Currency Of Account

- 2.1 The account may be opened and maintained in selected foreign currencies which are offered by the Bank.

3. Liability

- 3.1 When the Bank accepts or incurs liability on my/our behalf or at my/our request, any funds or securities and other valuables deposited with the Bank belonging to me/us and in the hands of the Bank shall automatically become security to the Bank. The Bank may retain such funds or securities or valuables in the hands of the Bank or any part thereof and be entitled even to dishonour any withdrawal instructions until the liability is settled.
- 3.2 I/We/The Organisation hereby give(s) consent to the Bank to disclose information such as may be required by Bank Negara Malaysia in compliance with their directives and/or to companies in the Public Bank Group and other financial institutions for the purpose of a bona fide credit evaluation.
- 3.3 Should the Bank retain or is obliged to retain solicitors to enforce any of its rights hereunder or otherwise whether by judicial proceedings or any other manner in relation to my/our account, I/we/the Organisation shall be liable to pay to the Bank all costs, fees and charges in relation thereto and the Bank shall have the right to debit my/our account with such costs, fees and charges.
- 3.4 I/We/The Organisation agree(s) that the Bank shall not be responsible for and I/we/the Organisation shall fully indemnify the Bank and hold the Bank harmless against all losses, costs and expenses which may be incurred by me/us or by the Bank with any or all the banking accounts whatsoever, or the execution by the Bank of any instructions or if any of my/our banking accounts or any part thereof is reduced or frozen by any government or official authority.
- 3.5 The Bank shall not be responsible for any losses or damages to me/us by reason of any compliance or non-compliance by the Bank where payment instructions issued by me/us is/are incomplete or ambiguous or where the amount of the deposit(s) is insufficient to cover the bank charges and the amount specified in such instructions or by reason of or arising from the business or operations, impeded or interfered by delays, forgery of signatory's signature, alteration and/or forgery due to my/our negligence, hostilities, breakdown of electricity or power supply or telecommunications or other communications network systems, riots, blockades, strike, embargoes or machine or equipment failure.
- 3.6 To the fullest extent permitted by law and provided that it is not due to the Bank's gross negligence or wilful default, the Bank shall not be responsible for any costs, losses, charges and/or damages that I/we/the Organisation may incur or suffer in connection with any failure, disruption or malfunction to the system or infrastructure utilised by the Bank.
- 3.7 Any payments made by the Bank pursuant to any instructions purporting to be signed by me/us or my/our authorised representative(s) shall be a complete discharge and the Bank shall be absolved from any liability to me/us and any other parties thereon.

4. Closing Of Account

- 4.1 I/We/The Organisation shall conduct this account in a satisfactory manner and in accordance with these rules, failing which the Bank may close the account by giving written notice and shall not be bound to disclose any reason therefor.
- 4.2 The account will be closed upon receipt of a written notice duly signed by me/us. Instruction to close my/our account conveyed either verbally or by way of telephone, facsimile or internet e-mail is not acceptable to the Bank.
- 4.3 The Bank may close my/our account immediately by giving written notice or within such time as stipulated in the said notice and the Bank shall not be bound to disclose or assign any reason therefor. The Bank may issue a Banker's Cheque for the credit balance in the account, less such administrative costs or other costs incurred by the Bank and may post the said Banker's Cheque to my/our last known address registered with the Bank.

5. Suspension Of Account

- 5.1 The contractual relationship between me/us and the Bank will be terminated and the operation of my/our account will be suspended under any of the following circumstances:-
- 5.1.1 Death, insanity or bankruptcy;
 - 5.1.2 In case of a limited company, filing of a winding-up petition against me/us; and/or
 - 5.1.3 The service of any legal process or order by the court on the Bank against my/our account.

6. Right Of Set Off

- 6.1 I/We/The Organisation agree(s) that in addition to any general lien or similar right to which the Bank as bankers may be entitled at law, the Bank may within seven (7) calendar days prior notice, combine or consolidate all or any of my/our banking accounts with, and the liabilities to the Bank wheresoever situate and set off or transfer any sum or sums standing in the credit of this Foreign Currency Fixed Deposit Account in or towards satisfaction of my/any of our liabilities to the Bank whether such liabilities to the Bank be present, future, actual, contingent, primary or collateral or several or joint.
- 6.2 Further, in so far my/our liabilities to the Bank are contingent or future, the Bank's liabilities to me/us to make payment of any sum(s), standing to the credit of this Foreign Currency Fixed Deposit Account shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event.
- 6.3 Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency for which I/we/the Organisation am/are/is liable with the existing currency so converted. The Bank shall not be held liable or responsible for any loss arising as a consequence of exercising its rights hereof.

7. Amount And Tenor Of Deposit

- 7.1 Any deposits made into the account should not be less than the minimum amount and for such tenor which is fixed by the Bank. The Bank reserves the right to vary the aforesaid from time to time.

8. Deposit Into The Account

- 8.1 Drafts and other negotiable instruments received for the credit of the account are received for collection only and shall only be given value upon receipt of the proceeds by the Bank.
- 8.2 Any agent's or Bank charges incurred on such collection will be deducted at source with only the net proceeds credited into the account.
- 8.3 Any negotiable instruments which have been deposited with the Bank but are subsequently dishonoured may be returned by post to or left at my/our address last registered with the Bank at my/our own risk and expense.
- 8.4 The Bank reserves the right to reject any deposit of foreign currency in cash into the account.

9. Withdrawal From The Account

- 9.1 All requests for withdrawal must be supported by a written instruction to the effect and duly signed by the relevant authorised signatory(ies) of the Account and shall be subject always to the verification by the Bank of both the instruction and the signature.
- 9.2 The Bank reserves the right to reject any withdrawal of foreign currency in cash from the account.

10. Foreign Currency Fixed Deposit (FCY FD) Receipt

- 10.1 The FCY FD Receipt for the amount of the deposit placed will be issued (where applicable) to me/us upon receipt and acceptance by the Bank of the deposit.
- 10.2 The FCY FD Receipt is not a document of title and acts only as an evidence of deposit. It is also non-negotiable, non-transferable and non-assignable.
- 10.3 If the FCY FD Receipt is lost, stolen or destroyed, an approved indemnity must be furnished before payment is made or a fresh Receipt is issued.
- 10.4 Payment will be made on production of the FCY FD Receipt duly signed by the authorised signatory(ies) of the FCY FD Account.
- 10.5 I/We/The Organisation should complete the instruction on the reverse of the FCY FD Receipt on withdrawal or renewal.
- 10.6 The original FCY FD Receipt is to kept in a safe place at all times. In the absence of the original FCY FD Receipt or where the original FCY FD Receipt is lost/misplaced/destroyed, I/we/the Organisation shall provide the Bank with an Indemnity acceptable to the Bank. Nevertheless, the Bank reserves the right to reject my/our request for withdrawal of the proceeds of the FCY FD or request for a replacement FCY FD Receipt, as the case may be, without assigning any reason thereto. The decision of the Bank shall be final.

11. Renewal

- 11.1 All placements for one (1), three (3), six (6) and twelve (12) months will be automatically renewed for the same tenure at the prevailing interest rate upon maturity.
- 11.2 All placements for a period of less than thirty (30) days:-
- 11.2.1 Will not be automatically renewed upon maturity.
- 11.2.2 Renewal of any placement for a period of less than thirty (30) days will only be allowed upon presentation of the duly matured FCY FD Receipt.
- 11.2.3 The effective date of such a Fixed Deposit Receipt is renewed on the date in which the said FCY FD Receipt is brought to the Bank Branch for renewal purposes and not on the maturity date of its previous FCY FD Receipt.
- 11.3 The Bank reserves the right to reject any request/instruction for automatic renewal of the deposits, or any part thereof in the Account and/or to increase the amount eligible to be placed in the Account, without assigning any reason therefor.

12. Interest

- 12.1 The accrual of interest of placements for a period less than thirty (30) days will cease on the date of maturity of each deposit.
- 12.2 Interest on this FCY FD will cease at due date. Payment of accrued interest on the FCY FD will be subject to the Bank's right to withhold such sums as are required as withholding or other taxes, levies or impositions.
- 12.3 Interest is calculated to the actual number of days.
- 12.4 Any FCY FD which is withdrawn prior to its maturity will not be entitled to any interest.
- 12.5 The Bank reserves the right at any time to revise the rate of interest by displaying the new rate at the Bank's premises and the Bank's website.

13. Charges

- 13.1 The Bank may impose any approved commission/charges at the prevailing prescribed rate for any deposit or withdrawal to and from this account or to impose any other reasonable fees and charges from time to time for services and facilities rendered to the account holder.

14. Change Of Records

- 14.1 I/We/The Organisation am/are/is to notify the Bank immediately in writing of any changes of the relevant records maintained with the Bank such as a change of authorised signatories, change of partners (in the case of a partnership account), change of the Memorandum and Articles of Association or Constitution, change of address, etc.

15. Taxes, Levies And Exchange Rate Risk

- 15.1 The Bank reserves the right to withhold such sum from the deposit as is required for payment of applicable taxes, whether currently in force or to be implemented and chargeable by law for the services and facilities rendered by the Bank to me/us, and other types of levies that may be imposed by the relevant authorities from time to time.
- 15.2 I/We/The Organisation agree(s) that an Exchange Rate risk is involved in Foreign Currency Fixed Deposits and further agree that all my/our earnings on the fixed deposits with the Bank shall be dependent on the exchange rates which prevail at the time of the maturity of the deposit(s). I/We/The Organisation also agree(s) and accept(s) that adverse exchange rate movements may result in a depletion or diminution of my/our interest earnings in respect to my/our deposits in the account.
- 15.3 I/We/The Organisation agree(s) that the Bank shall have no responsibility or liability whatsoever to me/us for any depletion or diminution in the value of the funds in my/our account due to taxes, depreciation of foreign currency values, restrictions or convertibility, restraints or changes in the policy of the country of the currency and Malaysia of any nature whatsoever including the exercise of governmental or military power, war, strikes or other cause not in the Bank's control.

16. Joint Account

- 16.1 We, the account holders agree that in the event of the demise of one account holder, the Bank is authorised to pay the balance standing to the credit of this account to the survivor(s) and such payment shall constitute a valid discharge by the Bank of the amount due in this account.
- We jointly and severally agree to indemnify the Bank and keep the Bank indemnified at all times from and against any proceedings, claims, losses, damages, penalties, charges, costs and expenses brought against or suffered or incurred by the Bank as a result of the release of the credit balance in the account to the surviving accountholder.
- 16.2 We agree to the method of operating the account as stipulated in the Bank's prescribed account opening form executed by us. We also agree and acknowledge that the mandate given as to the operation of this account can be terminated by any one of us and the Bank is entitled to act on the same. In such event the Bank may not permit any withdrawals from this account until receipt of a fresh mandate from us.

16.3 We, the account holders, agree and authorise the Bank as follows:-

- 16.3.1 To credit into the Joint Account funds, whether in cash or via electronic fund transfer, cheques and other negotiable instruments belonging to or payable to either/any one of us. In consideration of the above and the Bank agreeing to place all amounts received by the Bank whether in cash or via electronic fund transfer or from cheques and other negotiable instruments favouring either/any one of us to the credit of the joint account and to deliver any instrument or cheque the Bank may hold on the joint account to either/any one of us; and
- 16.3.2 To accept a written notification, in such form acceptable to the Bank, duly signed and presented by all of us of our intention to close the Joint Account. In the event that we are not all present at the Bank, we agree that the Bank shall close the Joint Account upon receipt of such written notification submitted personally to the Bank by any one of us. We further agree and acknowledge that any instruction from us to the Bank to close the Joint Account conveyed either verbally or by way of telephone, facsimile or internet e-mail is not acceptable to the Bank.

We hereby jointly and severally undertake to save harmless and keep the Bank indemnified against all losses, claims, demands, proceedings, actions, suits, damages, costs, charges, expenses and other liabilities incurred or arising from our authorisations above, subject to the Bank's right to reject at any time and for any reason any cash, electronic fund transfer, cheques or other negotiable instrument received, or as a consequence of the Bank refusing to act or acting on our instructions to close the Joint Account and paying the remaining balance in the Joint Account as per our instruction.

17. Rubber Stamp

17.1 The imprint of the rubber stamp of the firm/company/society/club/association must be affixed on the Bank's prescribed account opening form together with the specimen signature(s) of the person(s) authorised to operate the account.

18. Perbadanan Insurans Deposit Malaysia (PIDM)

18.1 The deposits maintained by me/us/the Organisation in this Account are protected by PIDM up to RM250,000.00 for each depositor.

18.2 Any money withdrawn from my/our insured deposit is no longer protected by PIDM if:-

18.2.1 The purpose is for purchasing any units in a unit trust scheme/opening of a savings account at Lembaga Tabung Haji/opening of a savings scheme of Skim Simpanan Pendidikan Nasional (SSPN).

18.2.2 It is for a purchase of or transferred to a:-

- (a) Deposit account payable outside Malaysia;
- (b) Deposit account held by a financial institution conducting Labuan banking business or Labuan Islamic banking business;
- (c) Deposit account held by a non-deposit taking member of the PIDM; or
- (d) Non-deposit account (including without limitation unit trust scheme, securities trading account, gold investment account but excluding a takaful or insurance product).

18.3 Trust Account

18.3.1 I/We/The Organisation being the trustee(s) of the account acknowledge that I/we/the Organisation am/are required to provide and submit the following information and documents to the Bank in accordance with clause 3(1) of the Malaysia Deposit Insurance Corporation (Disclosure Requirement for Trust Accounts and Joint Accounts) (Amendment) Regulations 2022 ("MDIC Regulation"):-

- (a) A statement that the deposit in the account is held in trust by me/us/the Organisation;
- (b) My/Our/The Organisation's name(s), address(s) and identity card number(s) or passport number(s) or any other identification details acceptable to the Bank; and
- (c) Details of the beneficiary(ies) to the account.

18.3.2 I/We being the trustee(s) of the account acknowledge that if the purpose of the account is for any e-money scheme, I/we/the Organisation am/are/is required to provide and submit the following information and documents to the Bank in accordance with clause 3(2) of the MDIC Regulation:-

- (a) A statement that the deposit in the account is held in trust by me/us/the Organisation;
- (b) Any supporting documentation acceptable to the Bank showing that:-
 - (i) The deposit in the account is held in trust by me/us/the Organisation for the purposes of e-money scheme; and
 - (ii) The issuer of the electronic money/e-money is an approved issuer of electronic money/e-money by Bank Negara Malaysia under Section 11 of the Financial Services Act 2013 or Section 11 of the Islamic Financial Services Act 2013;
- (c) My/Our/The Organisation's name(s), address(s) and identity card number(s) or passport number(s) or any other identification details acceptable to the Bank.

18.3.3 I/We/The Organisation undertake that:-

- (a) I/We/The Organisation shall inform the Bank immediately should there be any changes to the information and/or documents provided and/or submitted to the Bank; and
- (b) In the event the Bank requests for any information and/or documents pursuant to the MDIC Regulation, I/we/the Organisation shall immediately provide such information and/or documents to the Bank.

18.3.4 In the event I/we/the Organisation fail to comply with the above clauses, the Bank has the right to suspend and/or close the account.

19. Financial Services Act 2013 (FSA) And Bank Negara Malaysia (BNM) Guidelines On Product Transparency And Disclosure

19.1 I/We/The Organisation understand(s) and acknowledge(s) that pursuant to the Section 134 of the Financial Services Act 2013 ("FSA"), the Bank is legally permitted to disclose my/our information relating to my/our affairs, banking accounts or conduct thereof (including my/our credit standing) to third parties as approved by BNM to facilitate and/or enable the Bank and/or the related and associate companies within the PBB Group to perform its and/or their functions and I/we/the Organisation hereby irrevocably consent(s) to and authorise(s) the Bank to disclose the said information to any guarantor(s)/security parties, the Bank's lawyers, debt collection agents, third parties and/or related and associate companies within the PBB Group at any time and without notice or liability as the Bank may in its discretion determine expedient to enable the Bank and/or the related and associate companies within the PBB Group to perform its and/or their functions.

20. Data Protection Notice And Consent

20.1 I/We/The Organisation am/are/is aware that the Bank's Privacy Notice on the collection, use, storage and sharing of my/our personal information and matters related thereto are available at the Bank's website. The Bank's Privacy Notice may also be obtained from any of the Bank's branches.

20.2 I/We/The Organisation am/are/is aware of the Bank's intention to keep me/us informed of important information, announcements and news about the products and services including promotional offers and marketing material of the Bank and its Affiliates. The list of the Bank's Affiliates are set out in the Bank's Privacy Notice.

20.3 I/We understand that I/we am/are entitled to obtain access to and to request correction of any personal information held by the Bank and that I/we can inform the Bank to cease using my/our personal information for the purposes stated in clause 20.2 above and that such request can be made in writing to the Bank at my/our account holding branch or by sending it to Customer Services Department, 13th Floor, Menara Public Bank, 146 Jalan Ampang, 50450 Kuala Lumpur.

21. Common Reporting Standard (CRS) and Foreign Account Tax Compliance Act (FATCA)

21.1 "CRS" is the Standard Tax Law on Automatic Exchange of Information developed by the Organisation for Economic Co-operation and Development (OECD) for exchange of financial account information held by non-residents. It requires Public Bank Berhad and its group of companies including subsidiaries, related companies and branches ("PBB Group"), where applicable to collect financial account information held by non-residents or Malaysian with foreign tax residency(ies) and report such information to the Inland Revenue Board of Malaysia (IRBM) whereby the IRBM will exchange these customers' financial account information with any relevant tax authorities from CRS reportable jurisdictions on an annual basis.

21.2 "FATCA" is a legislation enacted by the U.S. Government that requires the PBB Group which has participated in the FATCA regime either through the Intergovernmental Agreement or via a Foreign Financial Institution Agreement to report account information relating to U.S. Persons via the IRBM/relevant tax authorities or directly to the U.S. Internal Revenue Service (IRS) on an annual basis.

In attaining the objectives of enforcement and compliance with FATCA and CRS tax laws, the PBB Group is obliged to obtain additional customers' personal information, certifications and documentation from customers establishing business relationships and dealings with the PBB Group. Such information may be sought either at the time of account opening or any time subsequently, in particular when there is a change in circumstances.

21.3 I/We/The Organisation agree(s) and undertake(s) to notify the Bank within thirty (30) days in the event of change in my/our/the Organisation's information, including but not limited to any change of residential/business address, phone number, nationality, personal/organisation's tax identification information, company ownership, etc. I/We/The Organisation shall forward to the Bank or the PBB Group, where applicable the required documentation evidencing such change within ninety (90) days from the date of the said change.

21.4 I/We/The Organisation hereby expressly consent(s) to the Bank or the PBB Group, where applicable disclosing my/our tax residency information for the purposes of CRS and FATCA reporting which includes but is not limited to my/our Tax Identification Number (TIN) to the IRBM or any relevant tax authorities for the purpose of ensuring the Bank and the PBB Group's compliance with applicable laws and regulations under FATCA and CRS.

21.5 I/We/The Organisation hereby confirm(s) that:-

21.5.1 I/We/The Organisation shall comply with my/our/the Organisation's obligations under clauses 21.3 and 21.4 above;

21.5.2 All information provided by me/us/the Organisation in the forms and documents completed and/or provided to the Bank or the PBB Group, where applicable is true, correct, reliable and updated; and

21.5.3 The Bank or any member of the PBB Group is allowed to disclose my/our/the Organisation's financial account information to the IRBM or any relevant tax authorities as required.

- 21.6 I/We/The Organisation hereby acknowledge(s) and agree(s) that should I/we/the Organisation refuse, fail and/or neglect to update my/our/the Organisation's records with the Bank or the PBB Group or comply with FATCA and/or CRS requirements and/or provide false, incorrect, inaccurate or out-dated information to the Bank or the PBB Group, the Bank or the PBB Group, where applicable, shall be at liberty to do as follows:-
- 21.6.1 Close my/our/the Organisation's account(s) with the Bank and any account I/we/the Organisation have/has with the PBB Group;
- 21.6.2 Refuse any new services of the Bank or the PBB Group, where applicable to me/us/the Organisation; and
- 21.6.3 Provide my/our/the Organisation's account information to IRBM or any relevant tax authorities in fulfilment of the Bank's or the PBB Group's FATCA and CRS obligations, where applicable.
- 21.7 I/We/The Organisation confirm(s) that I/we/the Organisation shall obtain independent legal advice on my/our/the Organisation's obligations under FATCA and CRS and shall ensure full compliance to the same and further confirm that neither the Bank nor any member of the PBB Group is obliged to provide me/us/the Organisation legal and/or tax advice on the same.

22. e-Banking Service

- 22.1 I/We who am/are individual(s) aged eighteen (18) years old and above will be granted with e-Banking Service, subject to the conditions imposed by the Bank and my/our acceptance to the terms and conditions governing Public Bank Online Banking and Mobile Banking.
- 22.2 I/We agree that the use of, access to and termination of the e-Banking Service is subject to the terms and conditions governing Public Bank Online Banking and Mobile Banking which is available at the Bank's website.

23. Notices And Communication

- 23.1 I/We/The Organisation shall notify the Bank of any change of address. All communications sent by post by the Bank addressed to or delivered to my/our last known address registered with the Bank shall be deemed to have been duly delivered to me/us.
- 23.2 All notices and communications to me/us will be in writing and may be sent to me/us by internet e-mail or by displaying the same at the Bank's premises and website. All legal processes may be sent to me/us by post or left at my/our address last registered with the Bank and shall be deemed to have been duly delivered and received by me/us.
- 23.3 The Bank may levy any other service charges or to vary the existing service charges by giving twenty-one (21) calendar days prior notice by displaying the new service charges at the Bank's premises and the Bank's website.

24. Declaration

- 24.1 I/We/The Organisation shall be required to complete and execute the Bank's prescribed account opening form which shall then form part of this Terms and Conditions.
- 24.2 I/We/The Organisation am/are/is deemed to have read, understood and agreed that this Terms and Conditions together with the above mentioned Bank's prescribed account opening form will continue to apply to all future Foreign Currency Fixed Deposit Accounts opened by me/us with the same Branch provided that such future Foreign Currency Fixed Deposit Accounts shall have the same mandate as this account.

25. The Bank's Anti-Bribery And Anti-Corruption Policy

- 25.1 The Bank has implemented its Anti-Bribery and Anti-Corruption Policy ("ABAC Policy") which adopts a "zero-tolerance approach" towards any form of bribery and corruption in conducting its business. For more information on the ABAC Policy, please visit the Bank's website.
- 25.2 I/We/The Organisation shall ensure compliance with the ABAC Policy at all times and shall not engage in any acts of bribery or corruption that would be considered to be contrary to the Malaysian Anti-Corruption Commission Act 2009 ("MACC Act"), guidelines, by-laws, regulations and any re-enactments of the MACC Act.
- 25.3 The Bank has the right to terminate the products and/or services provided to me/us/the Organisation immediately in the event I/we/the Organisation am/are/is found to be in breach of the ABAC Policy or found to be involved in any acts of bribery or corrupt practices.

26. Force Majeure

- 26.1 In the event the Bank is unable to perform its obligations under these terms and conditions due to any reason beyond the Bank's control, including but not limited to:-
- 26.1.1 Any malfunction or failure of equipment, system or transmission link;
- 26.1.2 Any fire, earthquake, flood, explosion, acts of elements, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemic, pandemic, strikes, lockouts, labour disputes, embargo, riot, civil disturbance, tsunami;
- 26.1.3 Any failure of or disruption to telecommunications, internet, electricity, water and fuel supply; or
- 26.1.4 Any other circumstance in the nature of a force majeure, that is, an unforeseeable event that prevents the Bank from performing its obligations under these terms and conditions,

The Bank will not in any way be liable for the delay, loss, damage or inconvenience which I/we/the Organisation may suffer as a result of such failure to perform.

27. **Others**

- 27.1 I/We/The Organisation declare(s) that prior to or at the time of the opening of this account, I/we/the Organisation have/has not:-
- (a) Committed any act of bankruptcy; and/or
 - (b) Been subject to any resolution or petition for winding up or insolvency being made or presented against me/us.
- I/We/The Organisation further agree(s) that should any of the above be contravened by me/us, the Bank shall close the account without prior notice.
- 27.2 By signing the Bank's prescribed account opening form and affixing the rubber stamp of the organisation, I/we/the Organisation confirm(s) that I/we/the Organisation have/has received, read and fully understood the Bank's Terms and Conditions, Notice of Mandate (if any) and agree to comply with and be bound by and any amendment(s) or variation(s) to the same which the Bank may subsequently introduce, review, revise or replace which are made available on the Bank's website and/or on the notice board at branches and/or which may be communicated by any other approved means.
- 27.3 I/We/The Organisation further agree(s) by continuing to maintain and operate my/our account(s) after the effective date of the amendment(s) or variation(s), I/we/the Organisation have/has accepted the amended Terms and Conditions and the same shall be binding against me/us/the Organisation.
- 27.4 I/We/The Organisation shall indemnify the Bank, as collecting banker, for all losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whensoever which the Bank may incur on any instruments presented by me/us for collection and shall be deemed to have been collected at my/our/the Organisation's expressed request in every case for the credit of my/our account.
- 27.5 I/We/The Organisation, hereby agree(s) to pay for any charges/expenses incurred as a result thereof and any other fees or commissions, or for any applicable service charges, maintenance fee or any other reasonable fees and charges imposed by the Bank or such applicable taxes whether currently in force or to be implemented and chargeable by law for the services and facilities rendered to me/us/the Organisation.
- 27.6 I/We/The Organisation agree(s) and undertake(s):-
- 27.6.1 Not to disclose the access identity (ID) and passcode/password to any other person, via unsolicited e-mails, telephone calls or on any website other than the Bank's official website and shall take all reasonable steps to secure the passcode/password and ensure the security device is secured at all times; and
 - 27.6.2 To check all transaction alerts in a timely manner and to check account balances, statements of any bank account or designated payment instrument on a regular basis, to detect any unauthorised transaction, error or discrepancy, and to report to the Bank and the issuer of the payment instrument as soon as reasonably practicable in the event any unauthorised transaction, error or discrepancy is detected.
- 27.7 I/We/The Organisation further undertake(s) to report a breach of the security of a passcode/password or the loss of a security device to the Bank as soon as reasonably practicable, upon becoming aware of the breach or loss respectively and undertake to report immediately to the Bank of any error or discrepancies found in any statement or entry. If the Bank does not receive any notification in writing within twenty-one (21) calendar days from the statement date of any errors or discrepancies as regards to the debit or credit entries in the statement, then I/we/representatives of the Organisation shall be treated as having accepted such entries made up to the date of the last entry in the statement as correct and conclusive and thereby adopt all withdrawals or other debits to the account therein.
- 27.8 In addition to the rules and regulations of the Bank, the Account is subject to taxes and to any policies or law, regulations, directions or requests from any government or regulatory authorities (whether or not having the power of law) which impose or modify any requirements to which the Bank is subject. I/We/The Organisation agree(s) to be bound by BNM policies, directives and guidelines, the laws of Malaysia including the Financial Services Act 2013, the Foreign Exchange Policy Notices and any amendments or modifications thereto.
- 27.9 The Bank reserves the right:-
- 27.9.1 To vary, amend or revise any of the Terms and Conditions herein, features and benefits of the Account by giving twenty-one (21) calendar days prior notice. All changes shall be published vide the Bank's website or any other approved method;
 - 27.9.2 To prevent any operation on the Account if the Bank suspects that the Account is being used for any illegal purpose whatsoever.
- 27.10 I/We/The Organisation consent(s) and authorise(s) the Bank to disclose to BNM, any authority/body having jurisdiction over the Bank, any guarantor(s)/security parties, and/or its lawyers or any debt collection agent at any time and without notice or liability any information relating to my/our/the Organisation's affairs, banking Accounts or conduct thereof (including my/our/the Organisation's credit standing) to such extent and for such purposes as the Bank may determine as necessary or expedient.
- 27.11 The terms and conditions herein shall be subject to the provisions of the Financial Services Act 2013 (FSA) and any other modifications thereto or any directive from BNM or as may be directed or required by a regulatory body.
- 27.12 I/We/The Organisation shall ensure that all transactions performed through my/our/the Organisation's account does not and will not contravene with any applicable laws and regulations.

Specific Terms and Conditions

1. **PB Foreign Currency Fixed Deposit Account (PB FCY FD)**
 - 1.1 PB FCY FD shall have a designated account opened specifically for each currency and all subsequent placements/deposits in the same currency shall bear the same account number.
 - 1.2 FCY FD Receipt will be issued for placement made for the respective currencies.
2. **PB Multi Foreign Currency Fixed Deposit Account (PB MFFD)**
 - 2.1 PB MFFD shall have a designated account which hold up to twelve (12) foreign currencies under the same account number.
 - 2.2 For individual, Confirmation Advice will be issued for placement made for the respective currencies.
 - 2.3 For non-individual, FCY FD Receipt will be issued for placement made for respective currencies.
 - 2.4 FCY FD placement without FCY FD Receipt (Certless Fixed Deposit)
 - 2.4.1 For placements under PB MFFD where no FCY FD Receipt has been issued, a Placement Confirmation Advice will be issued upon receipt and acceptance by the Bank of the placements.
 - 2.4.2 The entries in the Placement Confirmation Advice shall be deemed as conclusive evidence of my/our instruction to the Bank to effect the placement stated in the Placement Confirmation Advice.
 - 2.4.3 The Placement Confirmation Advice is merely an acknowledgement of placement of a deposit in the PB MFFD. The Placement Confirmation Advice is not a document of title or an evidence that the placement is still subsisting and shall not by itself constitute sufficient evidence to rebut any records in the Bank's systems. The records in the Bank's system in relation to the PB MFFD will be deemed as final. As such, the presentation of a Placement Confirmation Advice does not entitle me/us to withdraw the Placement Confirmation Advice amount from the Bank.
 - 2.4.4 Upon maturity, the placement shall be automatically renewed for the same contractual period and at the prevailing interest rate. In such event, no Placement Confirmation Advice will be issued by the Bank for such renewed term except upon my/our request. A Placement Confirmation Advice for the current renewed term shall supersede all other Placement Confirmation Advice previously issued by the Bank.
 - 2.4.5 For withdrawal of the placement, I/we shall complete the withdrawal instruction on the Bank's transaction slip with the relevant details and need not present the Placement Confirmation Advice.

In case of conflict or discrepancy between the English text and the Bahasa Malaysia or Chinese translation hereof, the English text shall prevail.

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