

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 (FCY) 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 The Multi Foreign Currency Account 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 I/We/The Organisation will be operating all the Multi Foreign Currency Accounts subsequently opened with the Bank, using the same mode of operation as stated in the Bank's prescribed account opening form.
- 1.3 I/We/The Organisation am/are/is authorised to open the Multi Foreign Currency 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.
- 1.4 The Organisation hereby furnishes to the Bank a Board Resolution:-
 - 1.4.1 Authorising the opening of the Multi Foreign Currency Accounts with your Branch, where the accounts will be opened as and when the Organisation places the deposits for the various currencies.
 - 1.4.2 Identifying the persons (stating their full names, identifications and positions in the Organisation) who are authorised to complete and sign the Bank's prescribed account opening form for the opening of the Multi Foreign Currency Accounts.
 - 1.4.3 Stating the designated authorised signatories to the Multi Foreign Currency Accounts and the relevant mandate for the operation of the accounts.
 - 1.4.4 Stating that the mandate and authorised signatories for operation of the accounts shall be the same for all Multi Foreign Currency Accounts opened/to be opened subsequently with the Bank.
- 1.5 I/We/The Organisation agree(s) and confirm(s) that the terms and conditions stated in the Bank's prescribed account opening form, this Terms and Conditions will apply to all Multi Foreign Currency Fixed Deposit Accounts, opened/to be opened subsequently with the Bank at your Branch.
- 1.6 To facilitate the opening of my/our subsequent Multi Foreign Currency Accounts, the authorised signatories stated in the Bank's prescribed account opening form for the first Multi Foreign Currency Account:-
 - 1.6.1 Will sign on the Bank's prescribed account opening form for each new account opened at the Bank.
 - 1.6.2 May appoint particular person(s) to make deposits in the new currency(ies) into the new account(s) that will be opened by the Bank, by producing an Authorisation Letter (in a format acceptable to the Bank) signed by the authorised signatories and depositing at least the minimum required deposit amount with the Bank.
- 1.7 By signing the Bank's prescribed account opening form and/or 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 this Terms and Conditions, shall collectively apply to all my/our accounts opened/to be opened subsequently with the Bank.
- 1.8 I/We/The Organisation agree(s) to comply with and to be bound by the Terms and Conditions herein and by any amendment(s) or variation(s) to the aforesaid Terms and Conditions 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 means that the Bank deems fit.

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/representative of the Organisation am/are deemed to have accepted the amended and/or varied Terms and Conditions and the same shall be binding and conclusive against me/us.
- 1.9 I/We/The Organisation, hereby agree(s) to pay the Bank for any charges, fees, commissions or for any applicable service charges, maintenance fee or any other reasonable fees and charges imposed by the Bank from time to time 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.

*Note: Depositor denotes customer in the context of this document.

- 1.10 I/We/The Organisation agree(s) and undertake(s):-
- 1.10.1 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
- 1.10.2 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.
- 1.11 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/the Organisation shall be deemed to have accepted such entries made up to the date of the last entry in the statement as correct, final and conclusive and thereby adopt all withdrawals or other debits to the account therein.
- 1.12 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.
- 1.13 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 is offered by the Bank.

3. **Liability**

- 3.1 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.
- 3.2 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.
- 3.3 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 expressed request in every case for the credit of my/our account.
- 3.4 Should any of my/our drafts, postal and money orders, etc. deposited be lost, mislaid, misplaced, mutilated or destroyed in the ordinary course of collection by the Bank, I/we/the Organisation hereby agree(s) that I/we/the Organisation shall not hold the Bank liable for any losses, liabilities or damages which I/we/the Organisation may sustain, incur or be liable to arising from such occurrence.
- 3.5 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 shall have the right to retain such funds or securities or valuables in the hands of the Bank or any part thereof and be entitled at its absolute discretion even to dishonour any withdrawal instructions until the liability is settled.
- 3.6 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. In so doing, the Bank shall be absolved from any responsibilities or liabilities whatsoever.
- 3.7 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.
- 3.8 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.

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 at its absolute discretion 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 at its absolute discretion 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; and/or
- 5.1.2 In case of a limited company, filing of a winding-up petition against me/us.
- 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 at any time, with 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 and at any time without prior notice to me/us.

8. Deposit Into The Account

- 8.1 I/We/The Organisation hereby agree(s) to indemnify the Bank as collecting banker against all losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whensoever which the Bank may incur on any cheque, bill, note, draft, dividend warrant or other instruments presented by me/us for collection and shall be deemed to have been collected at my/our expressed request in every case for the credit of my/our account.
- 8.2 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.
- 8.3 Any agent's or Bank charges incurred on such collection will be deducted at source with only the net proceeds credited into the account.
- 8.4 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.
- 8.5 The Bank reserves the right to reject any deposit of foreign currency in cash into the account.

9. Withdrawal From The Account

- 9.1 I/We/The Organisation am/are/is required to give clear and precise instruction in writing duly signed by the relevant authorised signatory(ies) of the account with regards to the withdrawal of the deposit(s). The Bank is entitled to refuse or refrain from carrying out such instruction if the signature(s) on any such document appears to the Bank to differ from the specimen signature(s) given. All alterations in such instruction should be confirmed by full signature(s). The Bank may refuse to make payment when the alterations are confirmed by initials only.
- 9.2 No interest will be paid on any Foreign Currency Fixed Deposit prematurely withdrawn within fifteen (15) days from the effective date of deposit of the Foreign Currency Fixed Deposit placement with the Bank.
- 9.3 The Bank reserves the right to reject any withdrawal of foreign currency in cash from the account.

10. Foreign Currency Fixed Deposit Receipt (FCY FDR)

- 10.1 The FCY FDR for the amount of the deposit placed will be issued to me/us upon receipt and acceptance by the Bank of the deposit which is for such intent.
- 10.2 The FCY FDR 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 FDR 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 FDR duly signed by the authorised signatory(ies) of the Foreign Currency Fixed Deposit Account.

- 10.5 I/We/The Organisation should complete the instruction on the reverse of the FCY FDR on withdrawal or renewal.
- 10.6 The original FCY FDR is to be kept in a safe place at all times. In the absence of the original FCY FDR or where the original FCY FDR 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 FDR, as the case may be, without assigning any reason thereto. The decision of the Bank shall be final and conclusive.

11. Renewal

- 11.1 All placements for one (1), three (3), six (6) and twelve (12) months will be automatically renewed upon maturity.
- 11.2 All placements for a period of less than thirty (30) days will not be automatically renewed upon maturity.
- 11.3 Renewal of any placement for a period of less than thirty (30) days will only be allowed upon presentation of the duly matured Foreign Currency Fixed Deposit Receipt.
- 11.4 The effective date such a Fixed Deposit Receipt is renewed is on the date in which the said Foreign Currency Fixed Deposit Receipt is brought to the Bank Branch for renewal purposes and not on the maturity date of its previous Foreign Currency Fixed Deposit Receipt.
- 11.5 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 from time to time.
- 12.3 Interest is calculated to the actual number of days.
- 12.4 Subject to the provisions in item 12.5 hereto, no interest will be paid on the FCY FD prematurely withdrawn within fifteen (15) days from the effective date of deposit of the FCY FD placement with the Bank. For FCY FDs uplifted prematurely, after the completion of fifteen (15) days, interest will be calculated and paid at half (1/2) of the original contracted rate for each completed day.
- 12.5 With effect from 1 January 2019, no interest will be paid for premature withdrawal of the FCY FD that is placed or renewed on or after 1 May 2018.

By way of illustration, the interest payment, if any, are as follows:-

Date of Placement or Renewal	Date of Premature Withdrawal	Interest Payment
Prior to 1 May 2018	Prior to 1 January 2019	<ul style="list-style-type: none"> No interest will be paid on any FCY FD prematurely withdrawn within 15 days from the effective date of deposit of the FCY FD placement with the Bank. For FCY FDs uplifted prematurely, after the completion of 15 days, interest will be calculated and paid at half (1/2) of the original contracted rate for each completed day.
	From 1 January 2019	
From 1 May 2018	Prior to 1 January 2019	
	From 1 January 2019	

13. Charges

- 13.1 The Bank reserves the right to impose any 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. Rules And Regulation

16.1 The Bank reserves the right from time to time and without further notice to me/us, to add new rules or to vary or modify the existing rules as set out above as it may in its discretion deem necessary. Any additions, variations or modifications shall immediately be considered as final and binding.

16.2 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 governmental 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 Bank Negara Malaysia policies, directives and guidelines, the laws of Malaysia including the Financial Services Act 2013, the Foreign Exchange Administration Rules and any amendments or modifications thereto.

17. Joint Account

17.1 Where this account is a joint account, we 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 survivors and such payment shall constitute a valid discharge by the Bank of the amount due in this account.

17.2 We 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 at its discretion not permit any withdrawals from this account until receipt of a fresh mandate from us.

17.3 We hereby authorise the Bank 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, 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 the us, we jointly and severally undertake to save harmless and keep the Bank howsoever indemnified against all losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whensoever incurred or arising from the authorisation above, subject to the Bank's right to reject at anytime and at the Bank's discretion for any reason whatsoever any cash, electronic fund transfer, cheques or other negotiable instrument received.

17.4 Where either one of us is a Muslim, the account shall be subject to Shariah.

18. Rubber Stamp

18.1 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.

19. Perbadanan Insurans Deposit Malaysia (PIDM)

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

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

19.2.1 If 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), etc.

19.2.2 If 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;
- (d) Non-deposit account (e.g. unit trust scheme, securities trading account, etc.); or
- (e) Not insured deposit account (e.g. Gold Investment Account, Retail Negotiable Instruments of Deposit, etc.).

*Note: Depositor denotes customer in the context of this document.

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

20.1 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 absolute discretion deem necessary or expedient to enable the Bank and/or the related and associate companies within the PBB Group to perform its and/or their functions. In doing so, I/we/the Organisation agree(s) that the Bank shall be absolved from any responsibilities or liabilities whatsoever.

21. **Data Protection Notice And Consent**

- 21.1 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.
- 21.2 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.
- 21.3 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 item 21.2 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.

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

- 22.1 "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.
- 22.2 "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.
- 22.3 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.
- 22.4 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.
- 22.5 I/We/The Organisation hereby confirm(s) that:-
- 22.5.1 I/We/The Organisation shall comply with my/our/the Organisation's obligations under items 22.3 and 22.4 above;
- 22.5.2 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
- 22.5.3 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.
- 22.6 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:-
- 22.6.1 Close my/our/the Organisation's account(s) with the Bank and any account I/we/the Organisation have/has with the PBB Group;
- 22.6.2 Refuse any new services of the Bank or the PBB Group, where applicable to me/us/the Organisation; and
- 22.6.3 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.
- 22.7 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.

23. **PBe Service**

- 23.1 Individuals who apply for the PBe Service must be eighteen (18) years old and above.

23.2 I/We hereby agree and undertake to indemnify the Bank and at all times keep the Bank fully and completely indemnified from and against all claims and demands, actions and proceedings, loss and expenses including legal costs as between solicitor and client and all other liabilities of whatsoever nature or description which may be made or taken or incurred or suffered by the Bank in connection with or in any manner arising out of the said authorisation given by me/us. I/We further agree that my/our liabilities shall be a continuing liability and shall remain in full force and effect until the Bank's liabilities if any is fully discharged to the Bank's satisfaction. I/We have read and understood the Terms and Conditions of access to the Bank's PBe Service and hereby agree that the Terms and Conditions shall be binding on me/us. I/We hereby declare that there is no change to my/our latest mandate for the operation of the account(s) to the Bank.

24. Notices And Communication

24.1 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.

24.2 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.

24.3 The Bank reserves the right from time to time to 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.

25. Declaration

25.1 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.

25.2 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.

26. Others

26.1 I/We/The Organisation declare(s) that prior to or at the time of the opening of these accounts, 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 have the absolute right at any time to close the Multi Foreign Currency accounts without prior notice.

26.2 Notwithstanding the provisions herein, the Bank reserves the right at its sole discretion to prevent any operation on the Account if the Bank suspects that the Account is being used for any illegal purpose whatsoever.

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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