TERMS AND CONDITIONS GOVERNING CURRENT ACCOUNT-i

Enumerated below are the General and Specific Terms and Conditions governing the opening and operations of a Current Account-i with the Bank.

General Terms And Conditions

1. **Account Opening**

1.1 I/We/The Organisation am/are/is authorised to open the account and hereby furnish the particulars required to open the account and declare that all the information is correct. I/We/The Organisation undertake(s) to inform the Bank of any changes to my/our personal 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/our specimen signature(s) for sighting/verification by the Bank's authorised officer.

1.3 I/We/The Organisation am/are/is required to place an initial deposit of not less than the minimum amount stipulated by the Bank into the account.

1.4 The Bank further reserves the right to stipulate and vary the minimum amount of:

1.4.1 The initial deposit required to be deposited at the time of opening the account;

1.4.2 The daily balance to be maintained in the account.

1.5 An introducer from a reputable person/firm/corporation acceptable and known to the Bank is required. The introducer must be present at the Bank at the time of opening of the account and must complete the "Introducer's Details" section in the Bank's prescribed account opening form.

2. **Cheque Encashment and Cash Withdrawal**

2.1 Withdrawals may be performed as follows:

2.1.1 In the case of cheque encashment, on presentation of the cheque and presenting a personal identification acceptable to the Bank; or

2.1.2 In the case of cash withdrawal by transaction slip, by completing a withdrawal transaction slip and presenting a personal identification acceptable to the Bank.

2.2 Cash withdrawal by transaction slip will only be applicable to Personal Individual Accounts, Joint Accounts and Sole-Proprietorship Accounts in line with the mode of operation stated in the Bank's prescribed account opening form.

2.3 I/We/The Organisation may withdraw from the account up to the limit as the Bank may announce or revise and subject to the available balance in the account.

2.4 The Bank may not permit any withdrawals from the account where the Bank is not in receipt of satisfactory proof of identity, and/or where there are insufficient funds in the account and/or where any law, court order or enforcement authority prohibits any withdrawal of funds from the account.

3. **Currency of Account**

3.1 The account shall be maintained in Ringgit Malaysia and all cheques drawn on it shall be drawn in Ringgit Malaysia.

4. **Liability**

4.1 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 to retain such funds or securities or valuables in the hands of the Bank or any part thereof and be entitled, even to dishonour my/our cheques until the liability is settled.

4.2 I/We/The Organisation hereby give(s) consent to the Bank to disclose information such as may be required by Bank Negara Malaysia (BNM) in compliance with my/our directives and/or to companies in the Public Bank Group and other financial institutions for the purpose of a bona fide credit evaluation.

4.3 Should the Bank retain(s) 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 the account with all costs, fees and charges.

4.4 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.

4.5 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 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.

4.6 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.

4.7 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.

5. **Change of Rules**

5.1 The Bank may 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.

6. **Change of Records**

6.1 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.

7. **Closing of Account**

7.1 Should I/we/the Organisation wish to close my/our account, I/we/the Organisation am/are/is to comply with the following:

7.1.1 To give written notice duly signed by all of us, of my/our intention to close my/our account. 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; and

7.1.2 To return all unused cheques immediately to the Bank.

7.2 I/We/The Organisation shall conduct the account in a satisfactory manner and in accordance with these rules failing which 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 reasons therefor. The Bank may issue a Banker's Cheque for the amount 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.

7.3 In accordance with the provisions of the Guidelines on Internal-Dishonoured Cheque Information System (I-DCHEQS), the Bank reserves the right to close my/our account due to the issuance of three (3) or more dishonoured cheques over a twelve (12) months period with the Bank.

7.4 The Bank reserves the right at any time to prevent any operation of the account, if the Bank suspects that the account is being used for any illegal purposes whatsoever.

8. **Suspension of Account**

8.1 My/Our account and/or the operation of my/our account may be closed, terminated, suspended or frozen under any of the following circumstances:

8.1.1 Death, insanity or bankruptcy;

8.1.2 In case of a limited company, filing of a winding-up petition against me/us; and/or

8.1.3 The service of any legal process or order by the court on the Bank against my/our account.

9. **Statements**

9.1 A hard copy statement of my/our account shall be sent to me/us on a monthly basis or at such frequency as determined by the Bank. Where I/we/the Organisation am/are/is a registered e-Banking Service user with the bank and have/has registered for the e-Statement Service, I/we/the Organisation may download the statement in electronic form from the website.

9.2 I/We/The Organisation agree(s) and undertake(s) to examine with due care all the entries in the statement promptly and to report immediately to the Bank of any error or discrepancies found therein. 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 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.

9.3 I/We/The Organisation shall not after the expiry of the aforesaid period of twenty-one (21) calendar days question any items in the statement whatsoever provided always the Bank may reverse out any credit items erroneously credited to my/our account. In the event that such reversal causes any of my/our/the Organisation's accounts to be overdrawn, the Bank shall be entitled to impose fees and charges on any such overdrawn amount.

Without prejudice to the above, I/we/the Organisation further undertake(s) to refund all erroneous credit entries into my/our account and indemnify the Bank against any loss which the Bank may incur by reason of the erroneous credit entries.

10. **Right to Debit Account**

10.1 The Bank has the right to debit my/our account for any drafts, postal and money orders or other instruments previously credited or discounted in the case of their dishonour or non-payment, or for any other charges/expenses incurred as a result thereof and for any other fees, commissions, or for any applicable service charges, maintenance fee or any other reasonable fees and charges imposed by the Bank and approved by BNM or such 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.

10.2 I/We/The Organisation agree(s) to pay and authorise the Bank to debit the account for the following service charges:

10.2.1 A half-yearly service charge as stipulated by the Bank will be levied on all accounts which do not meet the Bank's average half-yearly credit balance requirement;

10.2.2 A service charge on each cheque represented, dishonoured due to insufficient funds and/or countermanded;

10.2.3 Issuance of new cheque book(s), ATM cards, additional/duplicate of statements.

10.3 Where the Bank has received notice that funds have been credited or transferred to my/our account by error, wrongly or by misleading information (unintended funds) provided to the payer of the said unintended funds, the Bank has the right to immediately hold the said unintended funds. I/We agree and acknowledge that I/we am/are not entitled to utilize any funds in the account that do not belong to me/us.

10.3.1 I/We acknowledge that action can be taken against me/us if I/we am/are found to have dishonestly misappropriated the unintended funds belonging to the payer or if I/we am/are found to have been involved in any fraudulent transaction (e.g. mule account).

10.3.2 The Bank shall notify me/us of the payer's claim over the unintended funds.

11. **Right of Set Off**

11.1 I/We/The Organisation agree(s) that in addition to any general lien or other 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 Current Account-i in or towards satisfaction of 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.

11.2 In the event I/we have any contingent or future liability to make payment of monies to be drawn on this Current Account, the Bank shall be entitled to suspend payment or to hold any sums standing to the credit of this account until the happening of this aforementioned contingency or future event.

11.3 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.

12. **Cheques**

12.1 Cheques issued and presented to the Bank for collection must comply with BNM's Cheque Truncation and Conversion System (CTCS) rules.

12.2 The Bank will disregard the presence or absence of any company or personal stamp/seal/chop and/or similar markings on any cheque with the implementation of the CTCS rules.

12.3 I/We/The Organisation am/are/is to ensure that the mandate for the operation of the account does not require the company stamp/personal stamp/seal/chop or similar markings on any cheque to be issued and presented for clearance.

12.4 I/We/The Organisation am/are/is responsible for the safekeeping of my/our cheque books. In the event that any cheques are lost, stolen or mislaid, I/we/the Organisation am/are/is to immediately report the matter by giving written notice to the Bank.

12.5 Cheques may not be drawn on the Bank except in the form and substance supplied by the Bank and registered for each account. Application for cheque books should be made on the Requisition Slip which is found in the cheque book. The Requisition Slip must be duly signed by me/us and to protect my/our interests, I/we/the Organisation am/are/is requested to read and follow closely the notes of caution printed on the inside covers of the cheque book.

12.6 I/We/The Organisation shall check my/our available balance before issuing any cheque to avoid returned cheques due to insufficient funds.

12.7 If I/we/the Organisation draw(s) several cheques or issue(s) several instructions for payment on the account and the aggregate amount of the cheques or payment instructions exceed my/our available credit balance or any prior arrangement made with the Bank, the Bank shall be entitled irrespective of the dates written on the cheques or the dates of the said instructions, time of receipt or amounts to determine at its discretion which of these cheques or instructions are to be paid or executed.

12.8 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 cheque, bill, note, draft, dividend warrant or other instruments presented by me/us for collection and shall be accepted and understood to have been collected at my/our expressed request in every case for the credit of my/our account.

12.9 Cheques may be drawn in Bahasa Malaysia, English or Chinese only. The Bank have the right to refuse collection and to dishonour any cheques issued in any other language.

13. **Alterations/Signature Differs**

13.1 The Bank may refuse to honour cheques in which the signature differs from the specimen supplied to the Bank.

13.2 Alterations on cheques even though confirmed by my/our full signature is/are not allowed and the Bank will dishonour all cheques with alterations without further reference to me/us.

13.3 Electric/Electronic typewriter and erasable ink should not be used for drawing cheques. Pursuant to Section 64 of the Bills Exchange Act 1949, the Bank will not be liable for any losses arising from any alterations which cannot be readily detected.

14. **Joint Account**

14.1 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 account holder.

14.2 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.

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

14.3.1 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

14.3.2 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.

15. **External Account**

15.1 An external account may be opened by a non-resident (i.e. a person, firm, institution or company which is not a resident).

15.2 A non-resident is not permitted to have a resident account.

15.3 All cheques issued for use by an external account holder shall be clearly marked "External Account" and the "Territory of permanent residence of the holder of the External Account".

15.4 The sources and uses of funds in an External Account are subject to the rules imposed under the Islamic Financial Services Act 2013 and the Foreign Exchange Policy Notices.

16. **Limited Liability Partnership (LLP) Account**

We, the representative of the Organisation, for and on behalf of the LLP, hereby:

16.1 Confirm that the authorised signatories for the operation of the LLP Account are not bankrupts and neither are they/any one of them prohibited from taking part in the management of the LLP;

16.2 Confirm that we shall immediately notify the Bank in writing in the event of:

16.2.1 Any change in the partners of the LLP and/or any change in the authorised signatories of the operation of the LLP Account and

16.2.2 Any partner is or hereafter becomes a bankrupt, and in such an event we, the representatives shall forward to the Bank the relevant Notice(s) lodged with the Registrar on the cessation of a Partner or the inclusion of a new Partner or a certified fresh/new Resolution informing the Bank of the change in the authorised signatories to the LLP Account, as the case may be;

16.3 Confirm that where a partner of the LLP, who is also an authorised signatory of the LLP Account is/becomes a bankrupt, the Bank is authorised not to honour any cheque(s) signed by the said bankrupt partner and further that the Bank is entitled to return the said cheque(s) with the words "Drawer's Confirmation Required", and that the LLP shall provide the Bank with a fresh new certified Resolution; and

16.4 Indemnify and save the Bank harmless against any claim made by whosoever or damages incurred by the Bank as a result of the Bank relying on the representation in clause 16.1 above, placing full reliance on all information, representations and documents provided to the Bank, including the Resolution forwarded by the LLP for the opening and operation of the LLP, the Bank honouring cheque(s) drawn on the LLP's account signed by the authorised signatories of the LLP in accordance with the latest Resolution in the Bank's records and/or where cheque(s) drawn on the LLP are not honoured and returned pursuant to clause 16.3 above.

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/is 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/The Organisation’s 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(s) to comply with the above clauses, the Bank has the right to suspend and/or close the account.

19. **Islamic Financial Services Act 2013 (IFSA) 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 Section 146 of the Islamic Financial Services Act 2013 ("IFSA"), 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/representative of 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 or deem 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/The Organisation understand(s) that I/we/the Organisation am/are/is entitled to obtain access to and to request correction of any personal information held by the Bank and that I/we/the Organisation 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.

20.4 I/We/The Organisation, hereby confirm(s) that I/we/the Organisation am/have/has been authorised by the Partners of the firm/directors of the Company and shareholders of the Company to disclose their personal data to the Bank and further confirm for and on behalf of the Organisation and the Partners of the firm/directors of the Company and shareholders of the Company that the Bank is authorised to disclose to, share with or receive from credit reporting agencies licensed under the Credit Reporting Agencies Act 2010 or conduct searches with the Companies Commission of Malaysia or to make enquiry and obtain verification of the Organisation's and the Partners' of the firm/directors of the Company and shareholders of the Company's credit status. The Organisation is aware that the Bank will not be able to consider the Organisation's application herein without the confirmation and authorisation as aforesaid.

21. **Unclaimed Moneys Act 1965**

21.1 I/We/The Organisation am/are/is aware of the provisions of the Unclaimed Moneys Act 1965, wherein my/our deposit accounts will be classified as unclaimed money seven (7) years from the date of the last transaction initiated by me/us, and as such the funds in the account are required to be transferred to the Registrar of Unclaimed Moneys (RUM).

21.2 I/We/The Organisation agree(s) to come to the Bank in person prior to the expiry of the seven (7) years as aforesaid to perform a withdrawal or deposit transaction in order to re-activate the account. In consideration of the Bank agreeing to my/our/the Organisation's above request, I/we/the Organisation agree(s) and undertake(s) to hold the Bank harmless and indemnified against all liabilities whatsoever for any delay/omission/error in carrying out my/our above instructions.

21.3 If I/we/the Organisation fail(s) to re-activate the account, I/we/the Organisation am/are/is aware that the Bank shall give me/us twenty-one (21) days advance notice before arranging to transfer the funds in the account to the RUM.

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/the Organisation's tax residency information for the purposes of CRS and FATCA reporting which includes but is not limited to my/our/the Organisation's 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 clauses 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. **Shariah Laws**

23.1 The operation of the account shall be subject to the nature of my/our business or occupation not being against Shariah Law and principles. The Bank reserves the right to close the account if the nature of the business or my/our occupation has changed from a lawful (halal) to an unlawful/prohibited (haram) activity.

24. **Principle of Qard**

24.1 The Bank shall accept the sum of money deposited and any sum of monies to be subsequently deposited into the Current Account-i based on the principles of Qard.

24.2 Qard refers to the concluded contract between me/us (lender) and the Bank (borrower) where the latter will guarantee the repayment. I/We/Representative of the Organisation shall give my/our consent to the Bank to deal with whole or part of the monies standing to the credit of my/our account in any manner as the Bank deems fit as long as it is in accordance with Shariah principles.

24.3 The Bank guarantees payment of the available deposit standing to the credit of this account. I/We/The Organisation am/are/is not entitled to any hibah (gift). However, any hibah (gift) given by the Bank is at the Bank's discretion.

25. **PB Lifestyle Debit Card (Individual or Sole Proprietor Applicant only)**

25.1 I/We confirm that all the information furnished is true and complete and authorise the Bank to verify from whatever sources the Bank may consider appropriate including the Inland Revenue Board and further to seek and obtain credit information related to my/our application from any source and by any means determined by the Bank. I/We acknowledge that the Card may only be used subject to the Terms and Conditions of the PB Lifestyle Debit Card Cardmember Agreement and agree to be bound by the Terms and Conditions of the Card. I/We agree to pay the prevailing annual fees upon approval and shall accept joint and several liabilities for all charges on my/our Card Account(s) with the Bank. The Bank shall approve or reject my/our application without assigning any reason.

25.2 I/We confirm having read and understood the PB Lifestyle Debit Card Terms and Conditions and hereby agree that the PB Lifestyle Debit Card Terms and Conditions shall be binding on me/us.

25.3 In the event that I/we should close my account or there be a change in any other form, I/we hereby undertake to notify the Bank at once and shall immediately return the PB Lifestyle Debit Card to the Card issuing branch of the Bank for cancellation/immediate termination and this agreement shall forthwith be terminated.

25.4 In the event of any failure on my/our part in notifying the Bank promptly of any changes to the mode of operation of the account, I/we shall not hold the Bank liable for any losses or damages suffered by me/us**.** I/We undertake that I/we shall at all times thereafter indemnify the Bank (its successors in title and assigns) in full and keep the Bank indemnified against all liabilities in respect thereof and against all actions, suits, proceedings, claims, demands, losses, costs, damages and any expenses whatsoever which may be taken or made against the Bank or incurred by the Bank arising therefrom.

26. **Notification on the Use of PB Lifestyle Debit Card**

26.1 I/We agree that where I/we use my/our PB Lifestyle Debit Card at a retail merchant outlet, an amount of funds equivalent to the cumulative transacted amount would be withheld from my/our Current Account-i until the clearance of these transactions by the Bank.

26.2 I/We shall ensure that the available balance in my/our Current Account-i is sufficient to cover my/our intended purchases with my/our PB Lifestyle Debit Card.

26.3 The default daily retail purchase limit shall be determined by the Bank. However, I/we am/are allowed to vary the retail purchase limit via Public Bank Online Banking or at any of the Bank's or Public Bank Berhad's (PBB) Automated Teller Machines (ATMs) or Cash Recycling Machines (CRMs) subject to the maximum limit as determined by the Bank from time to time.

26.4 The default daily cash withdrawal limit of the ATM and CRM shall be determined by the Bank. However, I/we am/are allowed to vary the withdrawal limit at any of the Bank's or PBB's ATMs or CRMs subject to the maximum limit as determined by the Bank from time to time.

26.5 Before performing any overseas ATM cash withdrawal transactions, I/we shall ensure that the card activation is effected via Public Bank Online Banking, at any of the Bank's or PBB's ATMs or CRMs or by contacting Self Service Terminal Centre at the contact number as stated in the Bank's website.

26.6 Certain transactions for "Card Not Present (CNP)" (such as non-secured online transactions, mail order, telephone order and recurring/auto debit transactions) and all "Overseas Retail Transaction" are disabled (Opt-Out) by default for PB Lifestyle Debit Card(s). However, I/we am/are allowed to enable (Opt-In) or subsequently disable (Opt-Out) these transactions via Public Bank Online Banking, at any of the Bank's or PBB's ATMs or CRMs or by contacting PB Card Services at the contact number as stated in the Bank's website.

For the avoidance of doubt, CNP transactions for secured online transactions can still be performed when CNP is disabled (Opt-Out).

26.7 The default PINless transaction for Visa payWave/MasterCard PayPass/MyDebit Contactless cumulative limit is shall be determined by the Bank. However, I/we am/are allowed to vary the cumulative limit via Public Bank Online Banking or any of the Bank's or PBB's ATMs or CRMs subject to the maximum limit as determined by the Bank from time to time. I/We am/are required to perform a transaction with PIN entry to reset the cumulative limit whenever I/we have reached the cumulative limit.

27. **e-Banking Service**

27.1 I/We who am/are individual(s) aged eighteen (18) years old and above will be granted with the Bank's 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.

27.2 I/We agree that the use of, access to and termination of the Bank's 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.

28. **Notices And Communication**

28.1 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.

28.2 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 to 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.

28.3 The Bank may levy or vary any approved fees and charges by giving twenty-one (21) calendar days notice via displaying the new fees and charges at the Bank's premises and websites.

29. **Declaration**

29.1 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.

30. **The Bank's Anti-Bribery And Anti-Corruption Policy**

30.1 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.

30.2 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.

30.3 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.

31. **Force Majeure**

31.1 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:

31.1.1 Any malfunction or failure of equipment, system or transmission link;

31.1.2 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;

31.1.3 Any failure of or disruption to telecommunications, internet, electricity, water and fuel supply; or

31.1.4 Any other circumstances in the nature of force majeure, that is, an unforeseeable event that prevents the Bank from performing its obligations under these terms and conditions,

31.2 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.

32. **Others**

32.1 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:

32.1.1 Issued three (3) dishonoured cheques or more from the same account over a twelve (12) months period; and/or

32.1.2 Committed any act of bankruptcy; and/or

32.1.3 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 my/our name appear in the Internal-Dishonoured Cheque Information System (I-DCHEQS) of the Bank and/or any of the above be contravened by me/us, the Bank shall have the absolute right at any time to close this account without prior notice.

32.2 By signing the Bank's prescribed account opening form and affixing the rubber stamp of the Organisation, I/we/the Organisation confirm(s) and acknowledge(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(s) 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 to me/us by any other approved means.

32.3 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.

32.4 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.

32.5 I/We/The Organisation agree(s) and undertake(s):

32.5.1 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

32.5.2 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.

32.6 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 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.

32.7 Where a request for countermand payment of cheque is requested other than by a personal current account holder, I/we/the Organisation agree(s) that the countermand of any cheque payment vide a "Stop Cheque Request" made through the Bank's e-Banking Service or by way of notification to the Bank in writing or received by the Bank by way of the duly completed Instruction for Stop Payment of Cheque Form, must be effected or signed by:

32.7.1 Any one of the joint account holder (for Joint Account); or

32.7.2 Any one of the authorised signatories (of the Organisation, e.g. Partnership Account, Company Account etc.);

provided that the cheque(s) have not been presented for payment. I/We/The Organisation agree(s) that the stop payment instruction shall be binding on me/all of us, as the case may be, regardless of the mode of operation or the signing authority limits for the Organisation's Current Account-i.

32.8 I/We/The Organisation agree(s) that any other mode of instruction to countermand payment of any cheque conveyed either verbally or by way of telephone, facsimile or e-mail is not acceptable to the Bank. If however for some exceptional reason the account holder(s)/the organisation have to do so, the Bank may at its discretion accept the instruction in the mode it was made on a case to case basis provided the instruction from me/us must be immediately confirmed in writing in the form and content acceptable to the Bank. The Bank shall not under any circumstances be responsible for any loss occasioned by me/us by virtue of my/our verbal, telephone, facsimile or internet e-mail to countermand payment of a cheque.

32.9 I/We/The Organisation hereby undertake(s) and agree(s) to indemnify, save and hold the Bank harmless at all times against all actions, claims, proceedings, costs and/or losses howsoever arising which the Bank may sustain or be liable for arising from the Bank acceding to the countermand payment instruction given by any one of the account holders (in the case of a Joint Account) or any one of the authorised signatories of the Organisation. I/We/The Organisation further agree(s) that the Bank shall not be responsible for any loss suffered by me/us as a result of the Bank not acting on the countermand payment instruction.

32.10 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 Islamic Financial Services Act 2013, the Foreign Exchange Policy Notices and any amendments or modifications thereto.

32.11 I/We/The Organisation may make a deposit into my/our account by:

32.11.1 Completing the Bank's pay-in slip with the relevant particulars and presenting it at the appropriate counter together with the relevant cash/cheque/draft/postal/money order; and

32.11.2 Waiting for the teller to return the counterfoil of the pay-in slip. Ensure that the counterfoil bears the signature of the Authorised Officer of the Bank or is validated by the Bank's teller machine. Any material alteration to the counterfoil will invalidate it unless the alteration bears the full signature of an Authorised Officer of the Bank; or

32.11.3 Depositing cheque(s) or cash at the Bank's Self-Service Terminals; and

32.11.4 Waiting for the machine to print the Cheque Deposit Receipt or the Cash Deposit Receipt as proof of deposit. Ensure that the print out of the Cheque/Cash Deposit Receipt correctly reflects the deposit made.

32.12 Cheques, drafts, postal and money orders, etc. are received for collection only and the counterfoil given to me/us should not be construed to mean that the deposit to my/our account has been cleared. I/We/The Organisation may draw against it by special arrangement or after the Bank has credited my/our account upon clearance of the items received for collection.

32.13 The Bank reserves the right to reject any form of DEPOSIT acquired from sources that are Unlawful/Prohibited (HARAM) under Shariah Law.

32.14 Approval for any overdrawn balance is at the discretion of the Bank. Specific fees shall be levied based on per transaction basis.

32.15 The following items may be returned by post to or left at my/our last known address registered with the Bank at my/our own risk and expense:

32.15.1 The image or advice of dishonoured cheques.

32.15.2 The dishonoured drafts, postal and money orders, etc.

32.16 I/We/The Organisation am/are/is to ensure that the correct account number, correct cheque number(s) and relevant particulars (e.g. amount, date, payee, etc.) are stated in my/our letter of notification, Instruction for Stop Payment of Cheque Form or in the "PBe Stop Cheque Request Service".

32.17 An administrative fee will be levied and is payable upfront or will be debited from the Current Account-i for each cheque that is countermanded. Details of the administrative fee payable is available on the Bank's website.

32.18 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 affairs, banking accounts or conduct thereof (including my/our credit standing) to such extent and for such purposes as the Bank may determine as necessary or expedient.

32.19 The Terms and Conditions herein shall be subject to the provisions of the Islamic Financial Services Act 2013 (IFSA) and any other modifications thereto or any directive from BNM or as may be directed or required by a regulatory body from time to time.

32.20 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.

32.21 The above Terms and Conditions governs the general rules on the opening and operations of Current Account-i and might vary depending on the Current Account-i product type.

Specific Terms And Conditions

1. **Basic Current Account-i**

1.1 Basic Current Account-i is eligible for Malaysian citizens and permanent residents aged eighteen (18) years old and above.

1.2 No Overdraft facility will be granted to customers under the Basic Current Account-i.

2. **PLUS Current Account-i/PLUS Current Account-i Enterprise**

2.1 PLUS Current Account-i is eligible for individuals aged eighteen (18) years and above only.

2.2 PLUS Current Account-i Enterprise is eligible for non-individual customers i.e. sole-proprietors, partnerships, corporate entities, associations, clubs, societies and etc.

2.3 No Cash Line Facility-i or Overdraft facility will be granted to customers under the PLUS Current Account-i/PLUS Current Account-i Enterprise.

2.4 For PLUS Current Account-i Enterprise, the Organisation agrees to pay and authorise the Bank to debit the account for a monthly service charge as stipulated by the Bank which will be levied on all accounts which do not meet the Bank's monthly average credit balance requirement.

3. **Current Account-i**

3.1 Current Account-i is eligible to an individual and non-individual depositor.

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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