CIMB BANK BERHAD (13491-P)
TERMS & CONDITIONS OF CURRENT ACCOUNT
Eligible for protection by PIDM

1. General

1.1 Application to open a Current Account shall be made in the forms provided by the Bank.

1.2 The applicant shall comply with all the Bank's requirements to open the Current Account. The specimen signature of the authorized signatory shall also be furnished to the Bank.

1.3 The acceptance and continuance of the Current Account will be entirely at the discretion of the Bank.

1.4 The Bank reserves the right to stipulate and vary, from time to time, the minimum amount of initial deposit required to open the Current Account.

1.5 With the opening of the Current Account, the account holder has given authority to the Bank to honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made on behalf of the account holder drawn upon or addressed to or made payable with the Bank whether the Current Account is in credit or debit or may be overdrawn in consequence or otherwise but without prejudice to the Bank's right to refuse to allow the overdraft or increase of overdraft beyond any specified overdraft limit from time to time.

1.6 Any forms or receipts signed by the account holder and any transactions electronically confirmed, validated and or effected by the account holder in relation to any transaction or matter under the Current Account before, during or after the transaction or matter is carried out ('the above transactions') shall be deemed final conclusive and binding on the account holder.

Not in derogation of the generality of the foregoing the account holder further agrees that the Bank's books and or records evidencing the above transactions shall also be deemed as final, conclusive and binding on the account holder.

2. Deposits

2.1 All deposits should be made using the standard forms provided by the Bank and the instructions contained therein shall be strictly observed.

2.2 Acceptance of cheque and/or monetary instrument for the credit of Current Account shall be at the discretion of the Bank.

2.3 All cheques and monetary instruments deposited are accepted by the Bank for collection only and may not be drawn against until the Bank has received the proceeds. The Bank reserves the right to debit the account in the event the item sent for collection is subsequently returned unpaid.

2.4 Cheques and other monetary instruments, deposited and subsequently dishonoured, will be returned to the account holder(s), at their last known address, at their own risk and expense.

2.5 Inter branch deposits are allowed subject to prescribed charges, if any.

2.6 Cheques and instruments sent by mail for the credit of the account must be crossed.

2.7 In the case of Joint Accounts, cheques payable to any of the Joint Account holders can be deposited into the account, for which the Bank shall not be held liable for any damage or loss arising from payment of such proceed of cheques and such payments shall be binding on all Joint Account holders, jointly and severally, whether or not such payments were made with the knowledge, acquiescence or authority of any other Joint Account holder.

2.8 The account holder indemnifies the Bank, as collecting banker, of any loss which the Bank may incur by reason of its guaranteeing any endorsements, discharge or discharges on any cheque, bill, note, draft, dividend, warrant or other instruments presented by the account holder for collection and every such guarantee given by the Bank shall be deemed to have been given at the account holder's expressed request in every case.

3. Cheques

3.1 Cheques for operating the Current Account will be supplied by the Bank. Stamp duty on the cheques will be borne by the account holder. All drawings on the branch of the Bank where the account is maintained can only be made using the cheques supplied by the Bank.

3.2 Applications for cheque books shall be made by means of the cheque book requisition slip inserted in each cheque book or by written request, signed by the authorized signatories as registered with the Bank or through the Bank's ATM and other channels as provided by the Bank.

3.3 Any instructions and/or terms and/or conditions printed on the cheque book are to be strictly observed by the account holder, and all cheque books are to be kept in safe custody.

3.4 All cheques remain the property of the Bank and upon closure of the account, whether by the account holder or by the Bank, all unused cheques that have been issued to the account holder are to be returned to the Bank.

4. Withdrawals

4.1 Any withdrawals to be made from the Current Account may be subject to such requirements of the Bank and/or subject to the prevailing practice of the Bank, and/or subject to such proof of identity as the Bank may require. The Bank reserves the right to dishonour cheques where the condition of signature on the cheque differs from the specimen signature and/or mandate provided to the Bank or in the Bank's absolute opinion bears any form of alterations whether countersigned by the account holder. Notwithstanding the foregoing, the Bank will not be held liable for negligent failure to detect material alteration to the cheques.

4.2 Withdrawal from Current Account shall be subject to the available funds in the account. The Bank reserves the right to close the account and/or dishonour cheques if the account has been listed by and/or classified under Dishonoured Cheque Information System (DCHEQS)/Biro Maklumat Cek (BMC).

4.3 The Bank may, with special arrangement with the account holder and at its sole discretion, allow withdrawal in the account that may create an overdraft or increase of overdraft beyond any specified overdraft limit. However, the account holder shall be and shall remain liable to the Bank in respect of each such amount so charged and shall pay on demand any overdraft, together with interest and a service charge/fee of RM150 or such other amount as may be determined by the Bank from time to time for each cheque processed and paid by the Bank in the event of the Current Account being overdrawn or being utilized beyond the agreed overdraft limit in situations where prior overdraft arrangement or increase of overdraft limit has not been agreed and pre-arranged with the Bank.

4.4 Inter branch cheque encashment by individual Current Account holder is allowed subject to the available balance, limits and prescribed charges, if any, as determined by the Bank.

4.5 Cash withdrawals via ATM shall be subject to the terms and conditions governing operations of ATM Card.

5. Stop Payments

5.1 Any instruction to stop payment of cheques must be in writing, in form and content acceptable to the Bank, and will be effective only upon receipt by the Bank. The Bank shall not, however be responsible for any delay or omission in executing such instructions.

5.2 The Bank reserves the right to levy a service charge of RM10 or such other amount as may be determined by the Bank from time to time for executing each and every Stop Payment instruction.

5.3 The account holder shall keep the Bank fully indemnified from and against all losses, claims, actions, proceedings, demands, damages, costs and expenses which may at any time or times be incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the issue of and/or the Bank complying with any Stop Payment instruction and/or the

Bank's exercise of any right whatsoever to which the Bank may be stated to be entitled in connection therewith.

6. Interest Rate / Interest Payment

6.1 Interest, if any, at such rates as the Bank may specify, may be paid on eligible Current Accounts, in accordance with the prevailing practice of the Bank. In the event of change of rates by the Bank in response to any change in the Bank Negara Malaysia Overnight Policy Rate, notification of such change shall be communicated to the account holder in writing or electronically or via advertisement displayed at the Bank's banking halls or websites and through any advertisement published in at least two major newspapers.

6.2 Withholding Tax, wherever applicable, at the prescribed rate shall be deducted for all interest payments.

7. Banking Charges

7.1 The account holder agrees that the Bank shall be entitled to charge for any of its services provided to the account holder, in accordance with the prevailing practice of the Bank. In the event of any change in fees and charges applicable to the Current Account, notification of such change shall be communicated to the account holder at least 21 calendar days prior to the effective date of change. Such notification shall be communicated to the account holder in writing or electronically or via advertisement displayed at the Bank's banking halls or websites and through any advertisement published in at least two major newspapers. All such charges may be debited from any account that the account holder maintains with the Bank.

8. Loss of Cheque Book

8.1 The account holder is to keep the cheque book safely at all times and is required to immediately notify the Bank, in writing, if any cheque(s) is/are missing.

9. Closure of Account

9.1 The Current Account can be closed by the account holder(s) in person or alternatively, the Bank may also be notified in writing. For joint accounts, the closure of the account shall be in accordance with the terms and/or conditions of the mandate given to the Bank by the account holder.

9.2 The Bank reserves the right to immediately close any of the accounts falling under the following categories: -

a. Any account that is classified under Dishonoured Cheque Information System (DCHEQS)/Biro Maklumat Cek (BMC).

b. Any account with nil balance or balances of RM20 and below for a period of one (1) year.

c. Any account that continues to remain overdrawn due to unpaid cheque return charges and service charges.

d. Any account that, in the opinion of the Bank, has been unsatisfactorily conducted.

9.3 In addition to the Bank's rights contained in Clause 9.2 above, the account holder agrees that the Bank reserves the right to close any account at the absolute discretion of the Bank without the necessity to give any reasons, by giving adequate notice to the account holder.

9.4 The account holder shall comply with all the Bank's requirements, if any, for the closure of the account. The Bank reserves the right to impose a service charge of (i) RM20 if the Current Account is closed within 3 months of the date of the opening of the Current Account or (ii) RM10 if the Current Account is closed after 3 months of the date of the opening of the Current Account; or such other amount as the Bank may determine from time to time.

10. Inactive / Dormant Accounts / Unclaimed Monies

10.1 Accounts with no debit and/or credit transaction (other than credit and/or debit transaction conducted by the Bank for the purposes of crediting interest into the account or debiting for fees and/or charges payable by account holder to the Bank) for 1 year or more will be deemed as dormant accounts.

10.2 For account which has been classified as dormant pursuant to Clause 10.1 above, no credit and/or debit transaction (other than credit and/or debit transaction conducted by the Bank for the purposes of crediting interest into the account or debiting for fees and/or charges payable by account holder to the Bank) on the account shall be allowed unless and until the account has been reactivated pursuant to Clause 10.3 below.

10.3 To activate a dormant Current Account, a cash withdrawal should be performed at the branch where the Current Account was opened subject to verification of the identity of the account holder.

10.4 An annual service fee of RM10 shall be imposed and deducted from the Current Account so long as it remains dormant. Where the credit balance in the Current Account is less than RM20, the credit balance in the Current Account will be deducted as payment to the Bank as service fee and the Current Account thereafter shall be closed.

10.5 Under the prevailing Unclaimed Moneys Act, 1965, any monies classified as unclaimed moneys i.e. balances in accounts not operated for 7 years or more, shall be transferred to the Registrar of Unclaimed Moneys ("the RUM"). Before the unclaimed moneys are transferred to the RUM, the Bank shall at least 21 calendar days prior to the said transfer, at its own cost notify the account holder regarding the impending transfer of monies maintained under the Current Account to the RUM due to the dormancy of the Current Account. The account holder will also be informed regarding his or her options to reactivate the Current Account or to close the Current Account to avoid the transfer of the monies maintained under the Current Account by the Bank to the RUM.

10.6 The Bank at its own cost and upon the request of the account holder shall also inform the account holder regarding the procedures involved for claiming monies maintained under the Current Account which had been remitted by the Bank to the RUM.

11. Statement of Accounts

11.1 A monthly account statement will be issued by the Bank and sent by post to the account holder, listing out the transactions during the period. Request by the account holder for additional account statements shall be subject to payment of a charge of: RM10 and an additional RM2 for each additional page in respect of reproduction of statements for the period up to 1 year; and RM30 and an additional RM2 for each additional page in respect of reproduction of statements for the period exceeding 1 year; or such other amount as the Bank may determine from time to time.

11.2 The account holder is required to review the transactions recorded in the statement and notify the Bank of any errors, irregularities, discrepancies, claims or unauthorized debits or items. If the account holder fails to inform the Bank of the non-receipt of the statement and obtain the statement or does not notify the Bank of any errors, discrepancies, claims or unauthorized debits or items in the statement within 14 days from the date of statement, the account holder shall be deemed to have conclusively accepted all the entries contained in the statement as true and accurate in all respects.

11.3 The Bank may not send the account statement if the account is dormant or inactive for a period as determined by the Bank. The Bank may also discontinue sending the account statement if the statement is unclaimed or undeliverable for any reason.

12. Joint Accounts (Applicable to Joint Accounts in the names of two **or** more persons)

12.1 All agreements, obligations, powers, authorities and liabilities herein contained in this Agreement shall be deemed to be joint and several. The Bank shall discharge its obligation by notifying any person named in the joint account.

12.2 The joint account holders shall jointly and severally undertake to indemnify and hold the Bank harmless against losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whenever incurred arising from the any authorization issued by any of the joint account holders.

12.3 In the event of death, bankruptcy or insanity of any of the joint account holders, any credit balance in the joint account may be paid to the survivor(s) subject to compliance (if required) with the Estate Duty Enactment or any other legislation of a similar nature.

13. Right of Set-Off

13.1 The Bank reserves the right, without notice, to combine and consolidate any of the accounts of the account holder, and/or set-off and/or transfer any credit balance in such accounts, in or towards satisfaction of any of the account holder's liabilities to the Bank, whether such liabilities to the Bank are actual, contingent, primary, collateral, several, joint or in other currencies.

13.2 In respect of joint accounts maintained by joint account holders, the Bank reserves the right, without notice, to combine and consolidate any of the joint accounts, and/or set-off and/or transfer any credit balance in such joint accounts, in or towards satisfaction of debit balances incurred under any accounts which may be held by (i) one or more of the joint account holders; and/or (ii) any one or more of the joint account holders with any other persons.

14. Limitation of liability

14.1 The Bank shall not be responsible for and the account holder shall fully indemnify the Bank and hold the Bank harmless against all losses, costs, and expenses which may be incurred by the account holder or the Bank in connection with any or all of the accounts whatsoever or the Bank's execution of any instructions (notwithstanding such instructions may be fraudulent or unauthorized) or if any of the account holder's accounts or any part thereof is reduced or frozen by any government or official authority.

14.2 The account holder further agrees that all funds, monies, securities and other whatsoever valuables and properties belonging to the account holder and deposited with the Bank under the Current Account and or any other accounts of the account holder (' the properties ') shall automatically become security to the Bank and the Bank shall be entitled to (i) without any prior notice to the account holder set-off any monies comprised in the properties for the purpose of effecting payment of any liabilities incurred by the account holder to the Bank as provided under any of the provisions herein (ii) retain or withhold the properties and or dishonour any cheques presented for payment under the Current Account until the account holder's liabilities to the Bank provided herein are fully settled with the Bank.

15. Change in Particulars

15.1 Any change of the account holder's address, signature and/or other particulars recorded with the Bank shall be notified to the Bank in writing.

15.2 All communication sent by the Bank by post to or left at the account holder's address last registered with the Bank, shall be deemed as delivered to and received by the account holder.

16. Governing Law

16.1 These Terms & Conditions on Current Accounts shall be subject to, governed by and construed in accordance with laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia, the Association of Banks in Malaysia and other relevant bodies, in force from time to time.

17. Instructions

17.1 Any instructions from the account holder to the Bank in respect of the account shall be in writing, and signed by the account holder. Any such instructions shall be effective only upon receipt by the Bank. The Bank shall not, however be responsible for any delay or omission in carrying out such instructions.

18 Disclosure of Information

18.1 The account holder hereby agrees and authorizes the Bank to disclose to any person(s) in or outside Malaysia including but not limited to companies within the group of the Bank as well as companies within the group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia any information about or with regard to the account holder, account holder's affairs and/or banking accounts for such purposes as the Bank deems fit or appropriate. Disclosure to Group Companies which are involved in the promotion, sale, delivery and distribution of financial products and services shall be for facilitating the operations, businesses, cross-selling and other purposes of the Bank and or the Group Companies. Notwithstanding the generality of the foregoing, the Bank acknowledges that (i) it shall not disclose the account holder's information to the Group Companies which are residing, situated, carrying on business, incorporated or constituted within Malaysia for purposes of cross-selling if such disclosure is objected to by the account holder; (ii) it shall only disclose the account holder's information (excluding information relating to the account holder's affairs or account) to third parties, including Group Companies which are residing, situated, carrying on business, incorporated or constituted outside Malaysia, for strategic alliances, marketing and promotional purposes, if the account holder has expressly consented to such disclosure.

18.2 The account holder hereby agrees and expressly authorizes and invites the Bank's employees, independent contractor, representatives and/or agents to contact the account holder from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any promotion.

19. Reservation of Rights

19.1 The Bank reserves the right upon giving adequate notice to add, delete or amend any of the provisions stated herein at any time. Any variations , additions, deletions or amendments ("the Amendment") to the provisions herein shall be binding on the account holder and be deemed to be brought to the attention of the account holder by its display at the Bank or by a notice being sent by the Bank to the account holder's last known address or advertised in one newspaper of the Bank's choice, or via the Bank's website or by any other means of notification which the Bank may select and the Amendment shall be deemed binding on the account holder as from the date of notification of the Amendment or from such other date as may be specified by the Bank in the notification.

20. Freezing of the Current Account

20.1 Without prejudice to and not in derogation of any other rights which the Bank may exercise to freeze the Current Account at any time pursuant to or by virtue of any laws , court orders , regulations and or enactments the Bank shall be entitled at any time, at its sole and absolute discretion and without any prior notice to the account holder to refrain from effecting or carrying out any instruction or transaction under the Current Account including but not limited to any one or more or all of the following (a) encashment of cheques over the counter or the payment of any cheques or any other instruments or payment of any monies under or out of the Current Account; (b) the acceptance of any monies or deposits or cheques or any other instruments for collection and or for credit into the Current Account ("Freezing of the Current Account") upon the occurrence of any one of the following events:-

(a) the Bank being notified that the account holder has committed an act of bankruptcy and/or a bankruptcy notice and/or a petition for winding up and/ or a creditor's petition for bankruptcy as the case may be has been filed or presented against the account holder ("the account holder's insolvency matters");

(b) the Bank being notified and requested by any authority, including but not limited to Bank Negara Malaysia, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities ("the relevant authorities") to refrain from performing any transaction under the Current Account as abovementioned regardless of whether the relevant authorities have the legal or valid authority to so request the Bank ("directives of the relevant authorities").

20.2 The Freezing of the Current Account shall cease or be lifted upon the occurrence of any of the following events:-

(a) In respect of the account holder's insolvency matters, it shall be shown to the satisfaction of the Bank by the account holder with appropriate evidence that the bankruptcy notice or the petition for winding up or the creditor's petition for bankruptcy has been validly withdrawn by the petitioner or dismissed or struck out by the court or upon the Bank being served with an appropriate court order sanctioning or ordering the lifting of the Freezing of the Current Account.

(b) In respect of the directives of the relevant authorities, the Bank has been informed in writing by the relevant authorities to effect the lifting of the Freezing of the Current Account or in the alternative an appropriate court order has been served on the Bank sanctioning or ordering the lifting of the Freezing of the Current Account

20.3 In freezing the Current Account pursuant to the terms and conditions herein including any action which may be taken by the Bank such as returning any cheques or other instruments whether deposited for collection or payment as provided herein the account holder agrees that the Bank shall not be held liable for defamation and or for breach of contract and or for any losses damages expenses costs or charges whatsoever which may be claimed against the Bank by the account holder or by any other person based on whatsoever grounds and regardless of whatsoever remarks which may be assigned by the Bank for the return. In connection therewith the account holder further agrees and undertakes to keep the Bank fully indemnified against any claims for damages losses expenses charges and costs (legal or otherwise including costs on a solicitors and client basis and party to party costs) which may be made against the Bank by any other person.

20.4 The account holder further agrees that should the Bank be sued or be made a party in any suit arising out of the Bank's action in Freezing of the Current Account herein or should the Bank before or after the Freezing of the Current Account commence any suit including but not limited to any interpleader proceedings against any party including the account holder for any appropriate relief or declaration to be made by any court, all penalties losses damages claims expenses charges and costs (legal or otherwise including costs on a solicitors and client basis and party to party costs) which may be awarded by the court against the Bank or which the Bank may incur shall be fully indemnified by the account holder.

20.5 In so acting pursuant to any terms, conditions and provisions herein the account holder agrees that the Bank shall not be held liable or responsible for any losses, damages, expenses or costs whatsoever which may be claimed against the Bank on the grounds that the Bank has not been fixed with notification of the relevant events mentioned in Clause 20.1 by reason of the notification being irregular, invalid, erroneous, mistaken, void, not effective or by reason of any other grounds whatsoever. The term account holder wherever mentioned herein shall mean any one or more or all of the account holder if the account holder is comprised of more than one person.

21. No Assignment

21.1 The account holder may not without the written consent of the Bank assign and or create any security interest over the rights, titles,benefits and interests of the Current Account including but not limited to all monies maintained thereunder in favour of any person save and except that the same can be assigned and or created in favour of the Bank.

22. Miscellaneous

22.1 In the event of complaint relating to the Current Account, the account holder may lodge a note with the respective CIMB centre or branch at which the Current Account is maintained. Should the explanation or resolution provided by the CIMB Centre or branch not be to the satisfaction of the account holder, the account holder may contact the Bank's Customer Resolution Department bearing the following address, telephone, facsimile numbers and e-mail address (or bearing such other address, telephone, facsimile numbers and e-mail address which the Bank may change by notification to the account holder): CSD Contact Centre, HQ at Level 17, Menara Bumiputera Commerce, No 11, Jalan Raja Laut 50350 Kuala Lumpur Tel: 603 26192380 /Fax: 60326913248 / e-mail address: cru@cimb.com.

22.2 In the event of any inconsistency, conflict, ambiguity or discrepancy between the English text or any other version of this Terms and Conditions, the English version shall prevail. Notwithstanding the aforementioned where request is made by the account holder for the Bahasa Malaysia version of the terms and conditions herein the Bank shall provide the same and allow the account holder to complete the relevant forms and sign the agreement in Bahasa Malaysia and such form and agreement in Bahasa Malaysia completed and signed shall form the basis of the contract between the Bank and the account holder.