

1. Interpretation

These Country Conditions apply between the Customer and the Bank in relation to any Account(s) operated and maintained in Malaysia. These Country Conditions supplement the General Part and form part of the Harmonised Business Conditions. Terms not defined in these Country Conditions shall have the same meaning as in the General Part of the Harmonised Business Conditions. References to a statute or enactment herein shall include references to it as may be amended or re-enacted from time to time.

2. Destruction Of Documents

The Bank may at its discretion destroy any documents relating to any Account after those documents have been processed by microfilm or other devices. The production of the microfilm or such other device shall be conclusive evidence against the Customer.

3. Declaration

The Customer declares that it is not in the Biro Maklumat Cek (the "BMC") blacklist issued in the month of the opening of any Account.

4. Closure Of Accounts

4.1 In addition to the rights of the Bank pursuant to Clause 9 of the General Part, upon a notice of closure being sent to the Customer, the Bank shall be released from any further obligations, and shall have the right to refuse payment of any cheque drawn by the Customer and subsequently presented. The Customer shall be held solely responsible for any and all consequences resulting or arising therefrom. Any notice sent to the Customer by post to such address shall be deemed to have been duly received by it on the day following that on which the notice is posted, notwithstanding its return by the post office to the Bank.

4.2 The Bank may (including in the event where the Bank is permitted to close any Account(s)) discharge its entire liability with respect to any Account(s) by mailing, at the risk and expense of the Customer, to the Customer a draft or cheque in the currency or currencies of such Account(s) without recourse to the Bank as drawer, payable to the Customer's order in the amount of the then credit balance in such Account(s) together with such other documents, if any, as may be necessary to transfer to the Customer such claims as the Bank may have on such funds or against any placement bank. With respect to external placements, the amounts paid to the Customer shall be net of the Bank's placement fees.

4.3 If the Customer's name appears under the blacklist of the BMC (for monitoring of bad cheques), the Bank may close the Account.

5. Banking And Financial Institutions Act 1989

5.1 The Customer hereby warrants to the Bank that:

- (a) none of its directors or guarantors (if any):
 - (i) is an employee of the Bank or any of its Related Entities; or
 - (ii) is directly related to:
 - (A) an employee of the Bank or any of its Related Entities; or
 - (B) any person directly related to an employee of the Bank or any of its Related Entities.

- 5.1 (b) no employee of the Bank or its Related Entities or a person directly related to such employee owns, whether beneficially or otherwise, more than 5% of the issued share capital of the Customer.
- 5.2 In the event of either of the warranties (contained in sub (a) above) being or becoming untrue, the Bank is immediately entitled to close any Account held by the Customer with it and all Liabilities shall thereupon become due and payable.
- 5.3 The warranties contained in paragraph (a) above continue in force whilst the Customer maintains any Account with the Bank.

6. Disclosure Of Information

- 6.1 In addition to the rights granted pursuant to Clause 6 (Disclosure of information) of the General Part, the Customer irrevocably and unconditionally consents for the Bank and any officer (as defined in the Banking and Financial Institutions Act 1989 (the "Act")) of the Bank to disclose any information whatsoever relating to the Customer as the Bank shall consider appropriate to any person to whom disclosure is permitted or required by any statutory provision or law or any other third parties wherever situate for any purpose whatsoever.
- 6.2 The Bank and its Related Entities shall be entitled to disclose all or any part of information, reports or documents in connection with any Account held by the Customer notwithstanding any termination of the relationship between the Bank and/or its Related Entities with the Customer to:
 - (i) its auditors, legal counsel and other professional advisers; and
 - (ii) the Central Credit Bureau of Bank Negara Malaysia or any other banking or other regulatory authorities to whom such person is required to make such disclosure.
- 6.3 The rights conferred on the Bank herein shall be in addition to and shall not be in any way prejudiced or affected by any other agreement, expressed or implied, between the Customer and the Bank in relation to any information referred to herein nor shall any such other agreement be in any way prejudiced or affected by any provision herein.
- 6.4 The Customer hereby agrees that all the Bank's Statements and records are admissible in evidence and that the Customer shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such Statements and records merely on the basis that such records were incorporated and/or set out in electronic form or are produced by or were the output of a computer system, and hereby waives any of its rights (if any) to so object.
- 6.5 In the event that the Bank intends to disclose any Customer information to any third party for marketing purposes, the Bank will provide a written notice to the Customer of such intention to disclose and unless the Customer provides a written response to the Bank objecting to such disclosure within 15 days after receipt or deemed receipt by the Customer of the notice, the Customer shall be deemed to have provided their consent.

7. Representatives Of The Customer

On the dissolution or bankruptcy of the Customer, the Bank may require the production of documentary evidence satisfactory to the Bank, as to the authority and capacity of the person seeking to operate any Account of the Customer. When such documentation is presented to the Bank, the Bank shall determine whether the documents are appropriate as such evidence but is, nevertheless, not responsible for their

appropriateness, genuineness, validity or completeness, or that the documents are correctly translated or properly construed. The Bank may act on the instructions of any such person and payments to such persons shall be good and valid discharge of the Bank's obligation to the Customer.

8. Exchange Control Laws And Regulations

The rights and obligations of the Customer and the Bank in respect of the Customer's Accounts are subject to the exchange control laws and regulations of Malaysia. The Customer agrees to provide the Bank with all information required by the Bank to comply with those laws in connection with the transactions or Accounts of the Customer.

9. Suspect Transactions

- (a) The Bank may at the time, without any liability and without giving any reasons to the Customer refuse to execute any transaction or order involving any monies which the Bank suspects to have originated from illegitimate sources or derived from drug trafficking or other criminal conduct, whether in Malaysia or elsewhere or where the Bank suspects there is fraud or illegality involved.
- (b) The Customer acknowledges that the Bank is subject to Malaysia's anti-money laundering laws and internal regulations of the Bank and the Customer agrees to provide any information requested by the Bank for the purposes of complying with that or similar legislation in respect of the transactions or Accounts of the Customer.

10. Lien

The Bank shall have a lien over all the Customer's assets (including without limitation the credit balances on its Accounts and any documents of title and securities) in the possession of the Bank (or in the possession of a third party on behalf of the Bank) as security for all Liabilities. Upon occurrence of a breach by the Customer of its obligations to the Bank under the Harmonised Business Conditions the Bank may sell, exchange, convert into money and realise any such assets by public auction or private contract and generally in any manner and on any terms it thinks proper.

11. Foreign Currency

- 11.1** The Bank may refuse to effect any transaction on any Account if the transaction is denominated in a currency which is not acceptable to the Bank.
- 11.2** The Bank may refuse to accept transactions on any Account in a currency other than the currency in which such Account is denominated.
- 11.3** The Customer must discharge each of its payment obligations to the Bank in the currency in which the obligation is denominated. The Customer irrevocably waives all rights it may have under law to make payments in any currency other than the currency in which the obligation is denominated.
- 11.4** The Customer authorises the Bank to conduct such currency exchanges and debit the Customer's Accounts with the fees incurred in making such currency exchanges as are necessary for the purposes of these terms. Without limitation, the Bank may effect such currency exchanges where it effects a set off under these terms and where it accepts a transaction in breach of this Clause 11.
- 11.5** If an Account is denominated in a foreign currency, the Customer shall bear any loss incurred as a result of any variation in the rate of exchange. In addition, the Customer shall bear, in accordance

with the proportion its foreign currency deposit bears to the Bank's foreign deposits in that currency, any loss, cost or liability the Bank incurs in respect of those foreign currency deposits as the result of any change of law or regulatory practice, change of banking practice, force majeure or market disruption.

- 11.6** The Bank is authorised to enter into any foreign exchange contracts necessary to facilitate transactions in any of the Customers Account(s) at the rate prevailing at the time any exchange needs to be effected. Where a payment order is denominated in a foreign currency the Bank may use its absolute discretion in executing that payment order.

12. Savings Account

12.1 Interest

Interest calculated at the rate of the Bank's current rate for savings deposits in the relevant currency shall be calculated daily and credited to the relevant savings Account twice in each calendar year on the last business day of March and the last business day of September. The Bank also reserves the right to:

- (a) vary the interest payment dates where necessary and expedient in accordance with Clause 4 (Fees) of the General Part;
- (b) pay lower rates of interest or no interest for deposits less than the minimum amount stipulated by the Bank by Communication to the Customer from time to time;
- (c) pay no interest in any month if the interest otherwise payable in that month is less than the minimum amount stipulated by the Bank from time to time; and
- (d) pay no interest on the savings Account as from time to time determined by the Bank.

- 12.2**
- (a) The Customer may, on presenting the deposit or withdrawal slips and any other documents or authorisations that the Bank may require, make withdrawals from the Account or make deposits to the credit of the Account.
 - (b) The documents which the Bank may request under the previous clause may include any documents for proving the identity of the Customer.
 - (c) The Bank reserves the right to refuse any deposits or cheques.

- 12.3** Saving Accounts are insured by Perbadanan Insurans Deposit Malaysia and will be subject to the limits as stated by Perbadanan Insurans Deposit Malaysia from time to time.

13. Current Account

- 13.1** An account may not be opened if the minimum balance required by the Bank from time to time is not satisfied by the Customer, and charges may be payable by the Customer if the balance falls below this minimum requirement.

- 13.2**
- (a) The Customer may, upon presenting the duly completed deposit slips issued by the Bank and any other documents or authorisations the Bank may require, make deposits to the credit of the Current Account. Deposits funded by cheques or drafts may be accepted at the sole discretion of the Bank.
 - (b) Deposits paid to the Bank for credit to an Account must be acknowledged by a receipt issued by an authorised employee of the Bank and the Bank shall not be liable to account for deposits where no such receipt is issued.

- (c) After the opening of the Current Account by the Customer, the Bank will provide the Customer with a cheque book with duly numbered cheque forms in respect of each Current Account which must be used by the Customer to draw cheques on that Account. The Customer may only apply for further cheque books by submitting to the Bank the requisition form contained in the Customer's cheque book duly completed with the relevant information.
- (d) If the Customer requests further cheque books but the requisition form in the Customer's cheque book has been lost, stolen or damaged, the Bank may require such evidence of the loss or theft and such indemnities as the Bank may deem necessary in the circumstances of the case, but the Bank is not required or obliged to issue further cheque books. If such requisition form is later found or returned, the Customer shall forthwith present it to the Bank.

13.3 The Bank will pay no interest on the Current Account.

13.4 (a) No alterations whatsoever shall be made on cheques. The Bank reserves the right to dishonour and return the cheques which in the Bank's absolute opinion bear any form of alteration (whether countersigned by the drawer or otherwise).

(b) The Customer must complete its cheques in accordance with Malaysian commercial banking practice and in accordance with the laws of Malaysia. The Bank is entitled to assume that all cheques are properly drawn.

(c) The Customer shall at all times and immediately upon the Bank's request provide the Bank with any information the Bank may require in determining whether any cheque drawn on the Bank by the Customer should be honoured. However, the Bank is not obliged to seek the Customer's assistance under this clause in any case.

(d) The Customer shall keep any cheque book under lock and key at all times.

(e) In relation to cheques which are incorrectly completed, post dated or out of date, the Bank has the right not to accept the cheque and/or impose fees and charges as determined by the Bank from time to time.

13.5 (a) The Customer may only order the Bank to stop payment on a cheque on the ground that a cheque is lost or stolen. The Bank may require that the Customer immediately provides details of the loss or theft of the cheque and the Customer shall on request of the Bank immediately disclose such information to the Bank.

(b) Notwithstanding paragraph (a) above the Bank is not obliged to effect an order to stop payment unless the Bank receives written notice (prior to the Bank having made payment of such cheque) on the Bank's then current form specifying the cheque's number, the date of the cheque, the payee's name and the amount of the cheque which form must be signed by the Authorised Signatory.

- (c) In the event of the loss or theft of any cheque book or individual cheque, prior to the actual receipt of any stop payment instructions, the Bank shall be entitled to debit the Current Account for the amount of the lost or stolen cheque(s) notwithstanding that such cheque(s) have been fraudulently altered or the signature has been forged. The Bank shall not be liable for any loss incurred by the Customer as a result of any failure by the Bank to implement any stop-payment instruction provided that the Bank demonstrates that such instructions were attended to with reasonable despatch in accordance with the Bank's usual practices.
 - (d) The Bank must give notice to the Customer of the dishonour of any cheque drawn by the Customer in the statement which is issued to the Customer after the Bank refuses to pay on the cheque.
 - (e) The Customer may not overdraw any current Account, even temporarily, without prior written approval of the Bank.
- 13.6**
- (a) The Customer may, on presenting a deposit or withdrawal slip and any other documents or authorisations as are required by the Bank, make deposits to the credit of or withdrawals from the Account.
 - (b) The documents which the Bank may require under paragraph (a) may include all documents as are required by the Bank to prove the identity of the Customer.
- 13.7** Current Accounts are insured by Perbadanan Insurans Deposit Malaysia and will be subject to the limits as stated by Perbadanan Insurans Deposit Malaysia from time to time.

14. Interest And Default Interest

14.1 Interest

- (a) The Bank will only credit interest to an Account which is agreed with the Customer to be interest bearing.
- (b) The Bank may debit interest payable by the Customer from any Account.
- (c) The Bank will credit or may debit (as the case may be) interest to or from an Account with such frequency and at such rates as:
 - (i) are agreed between the Bank and the Customer; or
 - (ii) in the absence of agreement, the Bank notifies to the Customer by Communication from time to time and such frequency or rates shall become effective 15 days after receipt or deemed receipt by the Customer of the Communication.

14.2 Default Interest

If the Customer fails to pay any amount payable by it under the Harmonised Business Conditions, it shall on demand by the Bank pay interest on the overdue amount from the due date up to the date of actual payment at such a rate as:

- (a) is previously agreed between the Bank and the Customer; or
- (b) in the absence of agreement, the Bank notifies to the Customer by Communication from time to time and such rate shall become effective 15 days after receipt or deemed receipt by the Customer of the Communication.

15. Bills Of Exchange/Promissory Notes

If any bills of exchange, promissory notes or negotiable instruments in respect of which the Customer is liable to the Bank as drawer, acceptor, endorser or otherwise either are not paid or remain unpaid on the due date the Bank shall be at liberty forthwith or at any time thereafter to debit the relevant Account(s) without prejudice to the rights and remedies of the Bank against the Customer or any other parties under the said bills, promissory notes or negotiable instruments or other documents and without prejudice to the rights of the Bank to realise any other securities or goods held by the Bank in respect of or in connection with or as security for such bills, promissory notes, negotiable instruments or other documents.

16. Payment

All payments made by the Customer in relation to any Account shall be made in the currency of the Account in which the payment is due in immediately available funds on the due date. All payments by the Customer shall be made without set off or counterclaim. If the Customer or the Bank (or any person on behalf of either of them) is required by law to make any deduction or withholding on account of any tax (other than tax on the overall net income of the Bank) from any such payment, the Customer shall pay such additional amounts as shall be necessary to ensure that the Bank receives on the due date and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to what it would have received and so retained had no such deduction or withholding been required or made.

17. Overdraft

No Account(s) may be overdrawn, even temporarily, except by prior written arrangement with the Bank and such arrangement shall be subject to the General Terms and Conditions.

18. Value Added Services

The Customer acknowledges that the Bank may, at the request of the Customer, agree to provide value added services which are customised to a particular Customer's requirements. Where such services do not form part of general banking services provided by the Bank in general to all its customers, the Customer agrees that the Bank in using its best efforts to assist the Customer, shall not be held liable for any loss or damage suffered by the Customer resulting from the provision of or the failure to provide such value added customised services and/or any reliance by the Customer on the provision of or the failure to provide such services.

19. Fixed Deposit

19.1 At the initial placement of a fixed deposit and upon subsequent deposits an advice/statement will be issued to the Customer stating the principal sum deposited, the maturity date and the rate of interest paid at maturity. The interest rate applicable for fixed deposits shall in principle be fixed by the Bank two business days in advance and will generally depend on market conditions for the relative currency at the time the deposit is made or renewed. Instructions to place funds on fixed deposit with the Bank must expressly and clearly stipulate the currency of deposit, the fixed deposit Account number and the duration for which the deposit is to be placed. In the absence of clear instructions, the funds received shall be placed on fixed or call deposit Account in the currency of receipt by the Bank on such terms and conditions as the Bank may at its absolute discretion decide.

- 19.2** Withdrawal of fixed deposits can be made only on the maturity date. Premature withdrawal of a fixed deposit, whether partially or in full, may be made only with the consent of the Bank and upon such terms and conditions as the Bank in its absolute discretion shall think fit including the imposition of charges for early withdrawal. Withdrawals in cash in the currency of deposit are subject to prior arrangements being made with the Bank. A withdrawal or deposit instruction must be in writing duly signed by the Authorised Signatories of the Customer and received by the Bank at least two days (Saturdays, Sundays and public holidays excluded) prior to the date on which the withdrawal or disposal instruction is/are to be effected. In the absence of a withdrawal or disposal instruction in accordance with the General Terms and Conditions, interest on a deposit will cease to accrue after the maturity date and the total funds will be held in a non-interest bearing Account provided that the Bank may at its absolute discretion extend the deposit on the same terms and conditions as the matured deposit with the exception of the interest rate applicable, which interest shall be determined in accordance with the General Terms and Conditions.
- 19.3** Fixed deposits are insured by Perbadanan Insurans Deposit Malaysia and will be subject to the limits as stated by Perbadanan Insurans Deposit Malaysia from time to time.

20. Wholesale Deposits

- 20.1** The Customer acknowledges that Wholesale Deposits will NOT be guaranteed by the Perbadanan Insurans Deposit Malaysia in line with the Association of Bank of Malaysia rules.
- 20.2** The Customer understands that there will be no fees or commission charged by the Bank on the Wholesale Deposit and any premature withdrawal of a Wholesale Deposit, whether partially or in full, may be made only with the consent of the Bank and upon such terms and conditions as the Bank in its absolute discretion shall think fit including the imposition of charges for early withdrawal.
- 20.3** Unless duly authorised instructions are received from the Customer on the Customer's behalf on or prior to maturity date, the Bank will automatically credit my/our current account with the principal amount and interest amount on maturity date or if there is no current account opened by the Customer with the Bank, the Bank will be entitled to hold the principal and interest amounts in a non interest bearing account pending instructions from the Customer.
- 20.4** The Customer accepts that the transaction confirmation issued by the Bank from time to time setting out the placement details of the Wholesale Deposit will be legally valid and binding on the Customer in the event that the Customer fails to revert to the Bank on any errors or inconsistencies within 14 days of the date of the transaction confirmation.

21. Cessation Of Standing Orders

Any standing instruction or order given by the Customer to the Bank shall cease to have effect if the Bank receives notice in writing that the Customer is in liquidation, in receivership, subject to judicial management or subject to any other proceedings or administration analogous to the foregoing.

22. Facsimile Payment Instructions

- 22.1** The Customer authorizes the Bank to make all payments and to comply with all instructions contained in facsimile instructions purporting to originate from the Customer, and agrees that any and all payments and acts by the Bank in accordance with such instructions shall be binding upon the Customer.

- 22.2** The Customer shall and undertakes to assume the whole risk of fraudulent, unauthorized or otherwise improper use of any facsimile transceiver, machine or equipment either located at the place of the Customer or at other place(s) for giving facsimile instructions to the Bank.
- 22.3** In order to fulfill its obligations hereunder and under any facsimile instructions purporting to originate from the Customer, the Bank shall only be obliged to verify the signature appearing in the facsimile instructions against the signature of the Customer as registered in the Bank's records. In case the signature appearing in any facsimile instructions, in the Bank's sole and reasonable opinion, adequately resembles the Customer's registered signature, the Bank is entitled to treat the facsimile instructions conclusively as the Customer's instructions. Except as stipulated in this clause, the Bank is exonerated from any duty to verify any facsimile instructions purporting to originate from the Customer.
- 22.4** The Bank may in its discretion from time to time introduce additional methods or procedures to further authenticate or validate facsimile instructions purporting to originate from the Customer. While the Bank may introduce such additional methods or procedures, the Bank reserves the right in its discretion to decide:
- (i) whether or not to carry out these additional methods or procedures in relation to any facsimile instruction; and
 - (ii) whether or not to comply with the facsimile instruction if the instruction cannot be authenticated or validated using these additional methods or procedures.
- 22.5** The Bank agrees to inform the Customer of these additional methods or procedures.
- 22.6** The Customer agrees to indemnify the Bank against all losses, damages, claims, costs, charges or expenses in relation to or arising out of any acts of the Bank in honouring or complying, or in not honouring or complying, with any facsimile instructions and as a consequence thereof to reimburse to the Bank, on first demand and in the currency in which the same shall have been made, all payments made or to be made as a result thereof. The Customer irrevocably authorizes the Bank to debit any of the Customer's account with the Bank for all such payments.
- 22.7** Failing payment by the Customer on demand of any sum payable hereunder, interest shall accrue thereon from the date of such demand until payment at the Bank's prime rate increased with interest as laid down for unauthorized overdrafts in the Bank's terms and conditions, above all costs to the Bank originating from the relation with the Customer hereunder, and will be payable on demand.
- 22.8** The Bank shall be excused for non-performance in case of power failures and industrial disputes by third parties and the Bank shall not be held responsible for any failure of its facsimile transceiver, machine or equipment.

23. Telephone Call Back

- 23.1** The Bank may carry out a manual telephone call back procedure on payment instructions received.
- 23.2** The Bank will use reasonable efforts to verify a Customer's payment transactions by means of a telephone call back.
- 23.3** If a successful call back cannot be made (for example because the Bank could not reach any of the contact persons specified by the Customer for whatever reason), the Bank may in its discretion decide whether or not to process the payment instructions and the Bank shall not be liable for any losses or costs that the Customer may suffer as a result. Even if a successful

call back is performed, this does not guarantee in all cases that a Customer's payment order will be processed. Successful processing is also subject to valid and sufficient data being included in the payment instructions as well as availability of funds.

- 23.4** In order to ensure that the Bank effects the Customer's payments in a timely fashion, the Customer shall send payment orders to the Bank before the cut-off time to allow the Bank enough time to perform the call back and validation. Orders received after the cut-off time will be processed on a best effort basis only.
- 23.5** The call back procedure is an internal control measure to minimize the risk inherent with payment instructions sent to the Bank. The Bank is under no obligation or duty to carry out any call back and these internal control measures should not be construed in any way as imposing such a duty.

24. Authorization And Indemnity For Printed Instructions

- 24.1** The Customer authorizes the Bank to make all payments and to comply with all instructions contained in any cheque, draft, similar instrument or other instruction which is not manually signed but which has a printed/stamped/chopped signature ("Printed Instructions") purporting to originate from the Customer, and agrees that any and all payments and acts by the Bank in accordance with such instructions shall be binding upon the Customer.
- 24.2** The Customer shall and undertakes to assume the whole risk of fraudulent, unauthorized or otherwise improper use of Printed Instructions and the stamps/chops/equipment used to generate the signatures on Printed Instructions.
- 24.3** In order to fulfil its obligations hereunder and under any Printed Instructions purporting to originate from the Customer, the Bank shall only be obliged to verify the printed/stamped signature appearing in the Printed Instructions against the printed/stamped signature of the Customer as registered in the Bank's records. In case the printed/stamped signature appearing in any Printed Instructions, in the Bank's sole and reasonable opinion, adequately resembles the Customer's registered printed/stamped signature, the Bank is entitled to treat the Printed Instructions conclusively as the Customer's instructions. Except as stipulated in this clause 24.3, the Bank is exonerated from any duty to verify any Printed Instructions purporting to originate from the Customer.
- 24.4** The Bank may in its discretion from time to time introduce additional methods or procedures to further authenticate or validate Printed Instructions purporting to originate from the Customer. While the Bank may introduce such additional methods or procedures, the Bank reserves the right in its discretion to decide:
- (a) whether or not to carry out these additional methods or procedures in relation to any Printed Instructions; and
 - (b) whether or not to comply with the Printed Instructions if the instruction cannot be authenticated or validated using these additional methods or procedures.

The Bank agrees to inform the Customer of these additional methods or procedures.

- 24.5** The Customer agrees to indemnify the Bank against all losses, damages, claims, costs, charges or expenses in relation to or arising out of any acts of the Bank in honouring or complying, or in not honouring or complying, with any Printed Instructions and as a consequence thereof to reimburse to the Bank, on first demand and in the currency in which the same shall have been made, all payments made or to be made as a result thereof. The Customer irrevocably authorizes the Bank to debit any of the Customer's account with the Bank for all such payments.

25. Collection Of Mail And/ Documents From Our Counters

In consideration of the Bank agreeing at the Customer's request to allow the Customer's authorised representatives to collect mail from the Bank, the Customer undersigned, hereby irrevocably and unconditionally undertake and agree to indemnify the Bank and hold the Bank harmless from and against all consequences, claims, demands, proceedings, loss and expense and all other liabilities of whatsoever nature or description by whomsoever made or taken which may be incurred or suffered by the Bank in connection with or in any manner arising from the collection of the mail by the Customer's authorised representatives including but not limited to loss in transit, theft, robbery, delay in delivery, non-delivery, mis-delivery or short-delivery of the documents dispatched.

26. Fees

The following provision shall supercede Clause 4 of the General Part.

The Bank may impose such costs and charges in respect of its services in connection with the Accounts and such other services or products to which the Harmonised Business Conditions are applicable as are agreed with the Customer from time to time. Agreed costs and charges shall be confirmed in writing by the Bank. In the absence of any such agreement, the Bank may impose such costs and charges as may be usual for the Bank to impose and may vary the amount and the means of calculating those costs and charges by giving no less than 21 days written notice to the Customer. The Customer shall be deemed to agree to such costs, charges or variation 15 days after receipt or deemed receipt by the Customer of the notice. The Bank may debit the amount of all costs and charges to any Account. All payments by the Customer under this Clause 26 shall be made free of withholding or deduction on account of tax or other charges.

27. Bank Statements

Further to Clause 3.4 of the General Part, any request for bank statements will be charged in accordance with the schedule of fees and charges available at our branches or at www.rbs.my.

28. Application Of Law

Clauses 1.3(c) (Interpretation), 3.4 (Statements and bank records), 3.11 (Recording of telephone conversations), 4 (Fees), 5 (Liability), 8(b) (Default) and 11 (Severability) of the General Part and Clause 14 (Interest and default interest) of the Country Conditions are subject to the possible application of certain laws of Malaysia of mandatory application.

29. Law And Jurisdiction

- (a) The Harmonised Business Conditions are governed by and construed in accordance with Malaysian law.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of Malaysia.

30. Lodgement Of Complaints, Investigation And Resolution Procedures

Any feedback, comments, complaints, queries or request may be notified to the Bank in the following manner,

- call us at 03-2160 9966 (Kuala Lumpur) / 04-255 9199 (Penang);
- email kl.clientservice@rbs.com;
- Write to The Manager,
 My RBS Customer Care,
 The Royal Bank of Scotland Berhad,
 Level 1, Menara Maxis,
 Kuala Lumpur City Centre,
 50088 Kuala Lumpur;
- fax us at 03-2160 9963 / 04-255 9181.