i-bizRAKYAT

BANKRAKYAT
Your Bank of Choice

B1

i-bizRAKYAT APPLICATION FORM

BANK ACCOUNT INFORMATION (FOR BRANCH TO COMPLETE)

**Mandatory Field*

Branch Name*:

Branch Staff Name*:

Contact no*:

CIF No.

Company Name* :

RECEIVED STAMP :

- *Date received from customer*

i-bizRAKYAT PACKAGE SELECTION (MANDATORY)

Please Tick (√) one : ☐ INQUIRY ☐ TRANSACTION

APPLICATION FORM	PACKAGE		PAGE NO.	REMARKS
	INQUIRY	TRANSACTION		
SECTION A - [Company Information]	√	√	3	
SECTION B - (i) [Account Linkage Current Account - Operating] (ii) [Account Linkage Current Account - Revenue/Sinking Fund]	√	√	4	
SECTION C - [Confirmation On Debiting Account]	√	√	5	
SECTION D - [Profile Maintenance]	√	√	5	
SECTION E - [Transactional Authoriser(s)]		√	6	
SECTION F - [Data Entry & Viewer Details]	√	√	7	
SUPPORTING DOCUMENTS				
STANDARD TERMS & CONDITIONS - [2 Original Set] [Need to be initial by customer each page]	√	√		
CERTIFIED TRUE COPY (CTC) - [Copy IC for Authoriser(s)]		√		
APPLICATION LETTER/ BOARD OF DIRECTORS' RESOLUTION/ MINUTES OF MEETING [Refer Page 2 " Details of Supporting Documents"]		√		
DEBIT ADVICE SLIP • SOFT OR HARD TOKEN - RM100 PER TOKEN		√		
DEBIT ADVICE SLIP • STAMPING FOR STANDARD TERMS & CONDITIONS - RM20	√	√		

NOTE : Token will be used by Authoriser for approval or rejection of all monetary transaction(s)

DETAILS OF SUPPORTING DOCUMENTS

TYPES OF COMPANY	DOCUMENT REQUIRED	CONTENTS
1. Sole Proprietorship	SSM Registration	-
2. Partnership	Application Letter & SSM Registration	a. To subscribe i-bizRAKYAT b. List of Authoriser(s) with fullname and IC c. Approval Matrix e.g 2 of 3 authorisers to approve transaction
3. Sdn Bhd / Bhd	Board of Directors' Resolutions	
4. ROS / SKM/ Government Bodies E.g. Association, Club, Cooperative, Agencies, NGO's, Masjid & Surau.	Minutes of Meeting or Extraction Minutes of Meeting / Official Letter Signed by Authorised Signatories (where is applicable).	

NOTE ;-

ROLES OF CORPORATE ADMIN (Refer Section D)

i) Appointed individual to manage/maintain user and company profile.

ii) Update company's name or mailing address and provide statutory body info e.g. SOCSO Employer Code, Zakat etc.

iii) Create and modify user except assigning token and changes in approval matrix.

iv) Create and modify user access role except assigning approval role that require approval from the bank (on token assigning and changing of approval conditions.)

v) Create and maintain favourite account. E.g. own or 3rd party accounts, JomPAY and bill payment.

vi) Monitor transaction status (success/rejected).

APPLICATION FORM

Kindly complete the form in **CAPITAL LETTERS** and return to Bank Rakyat. For further enquiries, please visit **www.ibizrakyat.com.my**

SECTION A: COMPANY INFORMATION

**Mandatory to fill , ** Subject to availability*

Name of Company *

Business Registration No. *

Type of Industry. * [Please tick (√) based on the option below]

☐ Wholesale ☐ Cooperative ☐ Others: _____

Office No.

Fax No.

EXT No.

Preferred Corporate ID**

Mailing Address *

Postcode

City

State

Contact 1

Name (Mr. / Mrs. / Ms.)

Designation

Mobile No. *

Office No. *

EXT No.

Email Address *

Contact 2

Name (Mr. / Mrs. / Ms.)

Designation

Mobile No. *

Office No. *

EXT No.

Email Address *

SECTION B (i) : ACCOUNT LINKAGE (CURRENT ACCOUNT - OPERATING)

Account Name

Account No.

Modules

- ☐ Account Management
- ☐ Payable Management
- ☐ Receivables Management
- ☐ Salary Management
- ☐ Trade Finance

Account Name

Account No.

Modules

- ☐ Account Management
- ☐ Payable Management
- ☐ Receivables Management
- ☐ Salary Management
- ☐ Trade Finance

Account Name

Account No.

Modules

- ☐ Account Management
- ☐ Payable Management
- ☐ Receivables Management
- ☐ Salary Management
- ☐ Trade Finance

Account Name

Account No.

Modules

- ☐ Account Management
- ☐ Payable Management
- ☐ Receivables Management
- ☐ Salary Management
- ☐ Trade Finance

SECTION B (ii) : ACCOUNT LINKAGE (CURRENT ACCOUNT - REVENUE / SINKING FUND)

Account Name

Account No.

Modules

- ☐ Account Management

Account Name

Account No.

Modules

- ☐ Account Management

Notes:

MODULES	***DETAILS***
Account Management	• *Account Balance Inquiry* • *Account Statement*
Payable Management	• *Own Account Fund Transfer* • *3rd Party Fund Transfer*
Receivables Management	• *Intrabank Direct Debit* • *Interbank Direct Debit*
Salary Management	• *Salary Payment Single/Bulk* • *Statutory Body Single/Bulk*
Trade Finance	• *Single Sign-On to Bank Trade System*

SECTION C: CONFIRMATION ON DEBITING ACCOUNT

I/We hereby authorise the bank to debit / charge the account below for i-bizRAKYAT subscription fee, service agreement / token and credit to the transferee account.

eCurrent Account-i:

(i) ☐ Standard Terms & Conditions Stamping Fees RM20 (RM10 x 2 original sets)

(ii) ☐ Token RM100/token x _____ Unit = Total RM _____

Remarks _____

Authorised Signatories :

Authorised Signatories :

Authorised Signatories :

SECTION D: PROFILE MAINTENANCE

Corporate Admin (Maker)

Full Name (Mr. / Mrs. / Ms.)

MyKad / Passport No. *

Designation

Mobile No. *

Office No. *

Email Address *

EXT No.

Corporate Admin (Checker)

Full Name (Mr. / Mrs. / Ms.)

MyKad / Passport No. *

Designation

Mobile No. *

Office No. *

Email Address *

EXT No.

SECTION E: TRANSACTIONAL AUTHORISER(S)

Authoriser 1

Full Name (Mr. / Mrs. / Ms.)

MyKad / Passport No. *

Designation

Mobile No. *

Office No. *

Email Address *

EXT No.

SIGNATURE :

Type of Token Required: (Please Tick (√) one only based on the options below)

☐ Hardware Token ☐ Software Token

*Kindly visit our website www.ibizrakyat.com.my for further information

Authoriser 2

Full Name (Mr. / Mrs. / Ms.)

MyKad / Passport No. *

Designation

Mobile No. *

Office No. *

Email Address *

EXT No.

SIGNATURE :

Type of Token Required: (Please Tick (√) one only based on the options below)

☐ Hardware Token ☐ Software Token

*Kindly visit our website www.ibizrakyat.com.my for further information

Authoriser 3

Full Name (Mr. / Mrs. / Ms.)

MyKad / Passport No. *

Designation

Mobile No. *

Office No. *

Email Address *

EXT No.

SIGNATURE :

Type of Token Required: (Please Tick (√) one only based on the options below)

☐ Hardware Token ☐ Software Token

*Kindly visit our website www.ibizrakyat.com.my for further information

SECTION F: DATA ENTRY & VIEWER DETAIL

Please Tick (√) one ☐ Data Entry ☐ Viewer ☐ Verifier (Optional)

Full Name (Mr. / Mrs. / Ms.)

MyKad / Passport No. *

Designation

Mobile No. *

Office No. *

Email Address *

EXT No.

Please Tick (√) one ☐ Data Entry ☐ Viewer ☐ Verifier (Optional)

Full Name (Mr. / Mrs. / Ms.)

MyKad / Passport No. *

Designation

Mobile No. *

Office No. *

Email Address *

EXT No.

Please Tick (√) one ☐ Data Entry ☐ Viewer ☐ Verifier (Optional)

Full Name (Mr. / Mrs. / Ms.)

MyKad / Passport No. *

Designation

Mobile No. *

Office No. *

Email Address *

EXT No.

DECLARATION BY APPLICANT (Please make copies of this page before filling up if more applicants involved)

Irrevocable Undertaking and Indemnity. Subscription To The Corporate Internet Banking Service Provided by Bank Rakyat Called "i-bizRAKYAT"

In consideration of you agreeing, at our request to subscribe or use the Internet Banking Service ("i-bizRAKYAT") with you, we hereby irrevocably and unconditionally undertake and agree as follows :-

a) We apply for the i-bizRAKYAT facility with your Bank and enclose herewith the particulars of the person(s) authorised to hold access and hereby give consent to each authorised person the right to operate the i-bizRAKYAT facility for and on behalf of the Company.

b) We undertake to forthwith notify you and shall immediately terminate the i-bizRAKYAT facility in the manner prescribed in the Terms and Conditions of i-bizRAKYAT facility or as agreed to by the Bank in the event the constitution of the Company has changed.

c) We shall indemnify you and shall hold you harmless and at all times keep you fully indemnified from and against all claims, demands, actions, damages, suits, proceedings, expenses including but not limited to legal costs between solicitor and client and all other liabilities of whatsoever nature or description which maybe made or taken against or incurred or suffered by you in connection with or in any manner arising therefrom or out of the said authorisation given by us or any instructions given or purported to be given by the authorised person(s) or failure on our part to inform you promptly of any changes in the constitution of the Company .

d) Our liabilities shall be a continuing liability and shall remain in full force and effect until our liabilities are fully discharged to your satisfaction.

e) We shall be bound by the Terms and Conditions of the i-bizRAKYAT facility .

f) We hereby declare that there is no change to the Company's latest mandate for operation of the account.

g) We shall not hold you liable for any losses or damages whatsoever suffered by us arising from subscribing or using the i-bizRAKYAT facility or anything related there to.

h) We hereby reserve Bank the right to levy any applicable government tax at a prescribed rate and we agree to pay the tax amount.

i) We hereby confirm that the above information is true and correct.

j) **We agree to pay RM100 per token and RM20 for stamping to subscribe i-bizRakyat as stated at Section C**

k) In the event of unsuccessful application, the bank shall notify customer and arrange for a refund for token and stamping fee.

COMPANY STAMP :

_____	_____	_____
Authorised Person Name: Date:	Authorised Person Name: Date:	Authorised Person Name: Date:

FOR BRANCH TO COMPLETE

Verification by Branch

(Please tick √)

Please enclose the following:

1. **Branch has validated and verified the current account to be linked to i-bizRakyat as specify in Section B (current account operating is for transaction service and current account revenue/sinking fund is for inquiry service only) (please refer to Section B(i) and B(ii) at page 4)** ☐
2. Certified True Copy of photocopied MyKad/Passport of Authorised User(s) by either Company/Cooperative Society Director or Bank Officer. Please DO NOT certify own MyKad/Passport. ☐
3. Where the applicant is a company, to provide Extract of Resolution as per Page 2 or in such form or substance acceptable to the Bank. ☐
4. Where the applicant is other than a company, to provide such supporting documents as the Bank may require. ☐
5. To provide debit advice or receipt for payment of Token. ☐
6. Certified True Copy of additional photocopied documents provided by customers. ☐

We confirm that the signature(s) and other particulars have been verified.

Branch Name : _____ Date : _____

Processing Officer : _____ Branch Manager/Assistant Manager : _____

Please mail the completed form to : **Cash Management Department**
28th Floor, Tower 1, Bank Rakyat Twin Tower
No. 33, Jalan Rakyat, KL Sentral, 50470 Kuala Lumpur

Tear Here ▶

i-bizRAKYAT

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BANKRAKYAT
Your Bank of Choice

STANDARD TERMS AND CONDITIONS

Kindly complete the form in CAPITAL LETTERS and return to Bank Rakyat. For further enquiries, please visit **www.ibizrakyat.com.my**

COMPANY INFORMATION

Name of Company *

Business Registration No. *

Type of Industry. * [Please tick (√) based on the option below]

☐ Wholesale ☐ Retail ☐ Others: _____

Office No.

Fax No.

EXT No.

Mailing Address *

Postcode

City

State

Contact 1

Name (Mr. / Mrs. / Ms.)

Designation

Mobile No. *

Office No. *

EXT No.

Email Address *

Contact 2

Name (Mr. / Mrs. / Ms.)

Designation

Mobile No. *

Office No. *

EXT No.

Email Address *

STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions (the "Standard Terms") applicable to any account, and related banking service, product or facility, we may from time to time provide to you (the "Service"). You should read the Standard Terms carefully before applying for any Services or accessing Corporate Internet Banking ("i-bizRAKYAT). We are entitled to reject an application from you for any Services at our sole discretion without assigning any reason. The Standard Terms may be supplemental with any other applicable terms and conditions relating to the Services and/or account opening and/or banking services, product and/or facilities (the "Terms and Conditions"). Unless the context requires otherwise, all capitalised expressions used in the Standard Terms shall have the meaning to them in Part A below.

PART A – DEFINITIONS AND INTERPRETATIONS

1. DEFINITIONS

1.1 The following definitions apply to the Standard Terms unless otherwise specified in the Standard Terms:

"Account" means any and all account(s) currently or opened and maintained with us which may be accessed through i-bizRAKYAT as may be determined by us from time to time;

"Account Statements" shall have the meaning set out in paragraph 7 (Account Statements);

"Agent" means any representative, agent, correspondent bank, counter, vendor, professional adviser, contractor or third party service provider and "Agents" shall be construed accordingly;

"Agreement" means, in respect of each Service, the contract between you and us for such Service, comprising the Standard Terms and the Terms and Conditions together with the Letter of Offer (if any) and "Agreement" means all such agreement created or contract agreed between you and us in relation to i-bizRAKYAT as may be amended, modified or updated from time to time;

"Authorisation" means: (a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgment or registration, or (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Agency intervenes or acts in any way within a specified period after lodgment, filing, registration or notification, the expiry of that period without intervention or action;

"Authorised Person" means any person you designate in writing (including electronically) as having the authority (either singly or jointly) to issue instructions or to act on your behalf under an Agreement or in relation to a Service and/or Account, and "Authorised Person" shall include, in respect of an Electronic Banking Service, an Authorised User;

"Authorised User" means a person who is authorised to access and use an Electronic Banking Service;

"Bank Rakyat Group" means Bank Kerjasama Rakyat Malaysia Berhad or any of its Related Corporation;

"Business Day" means a day on which we are open for general banking business in the Service location for the relevant Service;

"Communication" means any transmission of information including any instruction, demand or notice;

"Electronic Banking Service" means any electronic service which we provide to enable you to access any other Service, or transmit any Communication electronically and it shall also be known as "Corporate Internet Banking" or "i-BizRAKYAT";

"Governing Jurisdiction" means jurisdiction in accordance with the laws of Malaysia as specifically mentioned in paragraph 30;

"Governmental Agency" means any government or any governmental agency, semi- governmental or judicial entity or authority (including, without limitation, any stock exchange or any self-regulatory organisation established under law);

"Holding Company" means in relation to a company or corporation, any other company or corporation in respect of which is it a Subsidiary;

"Insolvency Proceeding" means, in relation to a person, if : (a) an order is made or an application or petition is presented or a resolution is passed for the administration, liquidation, statutory management, winding up or dissolution of that person; (b) any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, a moratorium

Customer's initial

of any indebtedness, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of that person; (c) receiver, administrator, liquidator, administrative receiver, compulsory manager, provisional supervisor or other similar officer, official or creditors' representative is appointed in respect of that person or over any of the assets of that person; (d) that person is declared insolvent or bankrupt under any law; (e) that person ceases or threatens to cease to carry on all or a substantial part of its business; (f) the holder of any security takes possession of the whole or any material part of the property or assets of that person (g) that person enters into a compromise, composition or arrangement with, or assignment for the benefit of, any of its members or creditors (or a class of such creditors); (h) that person is otherwise unable to pay its debt when they fall due, or suffers an enforcement of any security over any of its assets; (i) the financial position or the value of any securities we hold of that person changes adversely to a material extent in each case in our opinion; (j) something having a substantially similar effect to the above happens in connection with that person under the law of the jurisdiction;

"Intellectual Property Rights" means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and the benefit of all applications and rights to use such assets (which may now or in future subsists);

"Letter of Offer" means any letter and/or document (as may be amended and/or supplemented from time to time) from us to you for any Service (if applicable);

"Loss" means all loss, liability, damage, cost and expense (including tax, legal fees and disbursements and cost of investigation, litigation, arbitration, settlement, judgment, award, profit/charges and fine/compensation), and "Losses" shall be construed accordingly;

"Payment Instrument" means any cheque, e-cheque, draft, money order, traveler's cheque or other paper instrument issued to one or more persons;

"Related Corporations" means in relation to any person, a Subsidiary of that person or a Holding Company (including head offices and branches of the above);

"Representative" means a person's directors, officers or employees;

"Security Code" means any confidential password, security code or other identifier issued by us, directly or indirectly, to access or facilitate access to an Electronic Banking Service and "Security Codes" shall be construed accordingly;

"Security Device" means any token, device, electronic key, smartcard, procedure or other things issued by us, directly or indirectly, to access or facilitate access to an Electronic Banking Service and "Security Devices" shall be construed accordingly;

"Service" shall have the meaning set out in the opening paragraph of the Standard Terms;

"Service Location" means the country or jurisdictional location in which the relevant Service is provided to you;

"Standard Terms" shall have the meaning set out in the opening paragraph of the Standard Terms;

"Subsidiary" means for the purposes of the Standard Terms, a corporation shall be deemed to be a subsidiary of another corporation, if (a) that other corporation (i) controls the composition of the board of directors of the first-mentioned corporation; (ii) controls more than half of the voting power of the first-mentioned corporation; or (iii) holds more than half of the issued share capital of the first-mentioned corporation (excluding any part thereof which consists of preference shares; or (b) the first-mentioned corporation is a subsidiary of any corporation which is that other corporation's subsidiary;

"SWIFT" refers to the Society for Worldwide Interbank Financial Telecommunications;

"System" means any software, hardware, server, data process, telecommunications, operating systems provided by, or on behalf of, us in support of and used together with any Electronic Banking Services, or update thereto and "Systems" shall be construed accordingly;

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"Tax" means any tax (including goods and services tax or any other tax of a similar nature), levy, impost, duty or other charge or withholding of a similar nature (including any compensation, profit/charges, fines and expenses payable in connection with any failure to pay or any delay in paying any of the same) and "Taxes" shall be construed accordingly; and

"Terms and Conditions" means those additional terms and conditions applicable to a particular Service that we provide to you and/or account opening and/or banking services, product and/or facilities, as may be amended from time to time;

"User Manual" means the manual (if any) as may be amended from time to time and other material which we provide or make available to you which sets out user information, guidance, procedures and/or requirements relating to your use of Service.

2. INTERPRETATION

2.1 Unless a contrary intention appears, any reference in each Agreement to:

a) You, your, yours and yourself shall refer to the person we have provided or are providing a Service to as named in the Agreement and, where applicable, all trustees, partners and persons identified in paragraph 26 (Joint and Several Liability);

b) We, us, our and ourselves shall refer to the Bank Rakyat Group (including the relevant Representative and Agent) identified in the Agreement as the provider of the relevant Service;

c) An associated corporation of another corporation means that the second corporation owns or control at least 20% but not more than 50% of the voting power of the first-mentioned corporation;

d) A document (including any Agreement) includes any variation or replacement of it;

e) Including shall be construed as including without limitation;

f) Any instruction and any action to instruct shall also include any request, direction, order, notice and agreement;

g) Any invoice shall include a bill and any other commercial document issued by a seller to a buyer indicating (amongst others) the products, quantities and agreed prices for products and services that the seller has already provided the buyer with;

h) A provision of law is a reference to that provision as amended or re-enacted;

i) Party shall refer to you or us and partied means both you and us;

j) A person includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or two or more of the foregoing and includes that person's successors in title, permitted assigns and permitted transferee;

k) A regulation includes any rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

l) Vary a document shall also mean to modify, amend, cancel or waive that document;

m) That singular includes the plural and vice versa; and

n) Any paragraph headings are inserted for convenience only and shall not direct the interpretation of any provision of any Agreement.

PART B – GENERAL

3. YOUR RESPONSIBILITY

You confirm that you understand the features of any Services offered to you. Nothing in the Standard Terms should be construed as a representation or recommendation by us concerning an investment in any account or deposit-related Services or financing-related Service we and/or any other Bank Rakyat Group may provide to you. You should seek independent legal, financial, tax and other relevant advice before deciding whether to apply for any Service. You agree to comply with all applicable laws and regulations and follow any instruction or security procedure which we provide or make available to you in relation to

Customer's initial

any Service. You are not allowed to perform any compliant transaction(s) which is/are non-shariah -compliant via i-bizRAKYAT. We shall not be liable for any non-Shariah complaint transaction performed thereof.

4. AUTHORISATION

4.1 You represent and warrant to us that:
(a) you have the capacity to enter into any Agreement and/or subscribe to any Service; (b) all Authorisations required or desirable in connection with the entry info, performance, validity and enforceability of an Agreement and/or Service have been obtained or effected; and (c) your entry into and performance of any Agreement and/or Service do not and will not conflict with any law or regulation applicable to you.

4.2 You agree that we may accept any instruction from (and you are bound by the actions of) any Authorised Person(s). You may revoke or replace an Authorised Person's authority at any time by notifying us in accordance with Paragraph 6 (Communications). Any change in a person's authority mandate shall not be effective until: (a) we receive the relevant notification; and (b) where you have requested us to establish a new person as an Authorised Person, we are satisfied of the new person's authority.

5. INSTRUCTIONS

5.1 You agree that any instruction (including a payment instruction) from an Authorised Person or Authorised Persons (as the case may be) shall be irrevocable and binding. Where such an instruction has been given in accordance with the relevant authority mandate agreed between you and us then we are not obligated to: (a) confirm our receipt of the instruction with you; (b) investigate the authority of any Authorised Person giving the instruction; or (c) verify the authenticity, accuracy or completeness of the instruction, but may do so if we wish.

5.2 Without prejudice to the paragraph above, we may reject or delay executing any instruction (including a payment instruction) if: (a) any such instruction is, in our sole determination, unclear, conflicting, incorrect, incomplete or in a format (electronic or otherwise) not approved by us; (b) if we have, in our sole discretion, reason to suspect that that it is unauthorised, fraudulent or not otherwise authentic; (c) if it is, in our sole discretion, in breach of (or may breach) any of our security procedures, any applicable law or any regulation. The execution of any instruction you give us is also subject to the cut-off times applicable to the Services in question and, where applicable, any credit limit we have agreed with you. Where you ask to, we will try to stop an instruction before it is executed, but we shall not be responsible for any Loss if we are unable to do so in time.

5.3 We may but do not have the obligation to contact you for further information if any of your instructions are unclear, conflicting, incorrect or incomplete. Any such action we take shall not prejudice our right set out in the paragraph above to reject or delay executing of such instruction.

6. COMMUNICATIONS

6.1 You must provide us with correct and complete contact details, so as to enable us to send you Communications in respect of any Service and you must notify us as soon as possible if your contact details change. Our contact details shall be: (a) in respect of a given Service, as set out in any document which we send to you in connection with that Service; (b) as stated in our website; or (c) as otherwise notified to you from time to time.

6.2 You may send us any Communication by mail, courier, fax transmission, electronic transmission via any Electronic Banking Service or SWIFT and in the form and format in which we designate or prescribe to you or such other means as we may designate from time to time. If you fail to send us the Communication in the manner as set out above, we may deem that such Communication has not been received by us. Any Communication from you to us is effective only upon actual receipt by us.

6.3 We may send you any Communication by mail, courier, fax transmission or electronic transmission (including SWIFT) or through our website or by such other means as we may designate from time to time. Unless otherwise provided in an Agreement, any Communication we send to you will be deemed received and effective if: (a) sent by fax, at the time shown on the transmission report as being successfully sent; (b) delivered personally, at the time of delivery (c) sent by post within same country, three (3) business days after posting, or if sent by post from one country to another, seven (7) business days after posting; and (d) sent by electronic mail, at the time sent to you unless we receive an automated message that the electronic mail has not been delivered.

6.4 All Communications to us must be legible and sent specifically to the applicable officer or service representative we specify to you from time to time.

Customer's initial

6.5 We may record any telephone conversation held between you and us and you agree that we can use such records or the transcripts for quality control purposes and in any dispute.

6.6 Where we send a Communication to one of your trustees, partner or officers, then such Communication shall be deemed to be received jointly by all trustees, partners and/or officers.

7. ACCOUNT STATEMENTS

7.1 Account statements, confirmations, or advises (the "Account Statements") will be issued to you at the frequency and in the manner advised to you from time to time. It is your responsibility to examine promptly each Account Statement and any accompanying item which you receive or which is made available to you. You must report any irregularities to us in writing immediately after you become aware of them, including any suspected fraudulent, improper or unauthorised activity in respect of our Services. Neither us nor any other Bank Rakyat Group shall be responsible for your reliance on balance, transaction or other information in any Account Statement as such information may be further updated, subsequently corrected or provided to us by a third party.

7.2 You agree that Account Statements will be made available to you via Electronic Banking Service. We will upon your request provide you with the hardcopy of the Account Statements subject to your payment of the prevailing fees and charges.

8. SYSTEMS, SECURITY DEVICES AND INTELLECTUAL PROPERTY

8.1 We may provide you with certain Systems and/or Security Device to facilitate the provision of a Service to you. If we do , you agree that: (a) you do not have right, title or interest in or the Systems and/or Security Devices save as permitted by us under the Standard Terms; (b) you must use any System strictly in accordance with any instructions or guidelines we may provide to you from time to time, and only for the permitted purpose(s) stipulated by us; (c) you agree not to divulge or disclose to any third party any information (including manuals and operating procedures) relating to any System and/or Security Device we provide to you; and (d) Terms and Conditions shall apply to your use of any System and/or Security Device we provide to you.

8.2 We may (without assigning any reason) terminate or suspend your use of any System or for Security Devices we provide to you without prior notice to you. Upon termination and/or suspension you shall promptly upon our request return to us all Systems, Security Devices and any other documents relating to this Service. You agree to indemnify and hold us, all other Bank Rakyat Group, our Representatives and Agents harmless from and against any and all Losses resulting directly or indirectly from: (a) any breach of any licensing agreement between us and the copyright owners of any software as a result of your use of any System; and (b) any mistakes resulting from the use or misuse of any System and Security Device.

8.3 All Intellectual Property Rights in or relation to a Service, System, device (including any Security Device) or material provided or made available to you (including on any website) shall remain our property or that of our licensors. Except as expressly provided herein, you shall not, nor cause or allow any other person to use, reproduce, transmit, sell, display, distribute, reverse engineer, adapt, establish any hyperlink to, provide access to modify, or commercially exploit the same (or part thereof) without our prior written consent.

9. VARIATION

9.1 We may vary or modify any Service and/or terms and conditions of any Agreement at any time in order to comply with any exchange control requirement or at any law or regulation.

9.2 Subject to the paragraph above, we may at any time vary the terms and conditions of any Agreement by giving you 14 days written notice. Alternatively, such notice may be provided by advertisement in the media or displayed at any of our branches if the relevant method is permitted by law or any applicable code of banking practice.

10. TERMINATION AND SUSPENSION

10.1 Unless otherwise agreed between us, you or we may terminate the Agreement relating to a Service for any reason by providing 30 days written notice to the other.

10.2 We may immediately and without notice to you terminate any and all Agreements between us if: (a) you have materially breached any terms or condition of an Agreement which is in our opinion irremediable, or if remediable has not been remedied within 10 Business Days of receiving a notice from us to do so; (b) you have not paid all fees and charges which have been due from you for at least 3 Business Days; (c) you have in our opinion acted unlawfully, fraudulently, negligently or abusively; (d) an

Customer's initial

event or change occurs which affects your assets, affairs or financial condition and give us reasonable grounds to conclude that may not be able to perform your obligations under any Agreement; (e) you enter into any Insolvency Proceedings; (f) our entering into any Agreement with you, or our performance of any such Agreement, has caused (or in our opinion may cause) us to be in breach of any applicable law or regulation); (g) we are required to do so in compliance with any law or regulation; or (h) if you fail to maintain the minimum credit balances in any Account stipulated by us (in relation to that Service), or if you close an Account required for the operation of any Service which we provide to you (each a "Termination Event").

10.3 Paragraph 6 (Communication), 8 (Systems, Security Devices and Intellectual Property), 10 (Termination and Suspension), 11 (Liability Limitation), 13 (Indemnity), 14 (Information), 16 (Clawbacks), 21 (Assignment and Transfer), 26 (Joint and Several Liability), 30 (Governing Law and Jurisdiction) and this paragraph shall survive termination of any Agreement.

10.4 On the termination of any Agreement, you will, when we ask you to do so, return to us any device or material and/or take any other such action as we may reasonably request of you.

10.5 We may suspend your use of any Service while investigating whether a Termination Event may have occurred, or to protect the interests of either of you or us. We shall also be entitled to modify, withdraw or suspend all or any part of any Electronic Banking Service we consider necessary to: (a) reflect changes in the technology that are generally available in the industry; (b) take account of a material development in our business, or the introduction of new Services and/or services; (c) reflect any change in any applicable law or regulation, or (d) prevent damage or disruption to any Electronic Banking Service, our Systems, personnel or customers, or those of our Agents. We will give you 30 days' written notice before making any change, withdrawal or suspension that has a material impact on the manner in which such Service is provided, unless such advance notice is not practicable in the circumstances or permitted by law or regulation.

11. LIABILITY LIMITATION

11.1 We will not be liable for any loss you may suffer or incur arising from or in connection with our execution, non-execution or delayed execution of incorrect or incomplete instructions by you (including any incorrect or incomplete payment instruction or payment details).

11.2 We will have no liability for any Loss you may suffer or incur arising from any loss or theft of any Payment Instruction or Security Code.

11.3 We are not liable for any Loss of any nature of which you may suffer or incur in relation to any Service we provide, save for any direct Loss attributable to our gross negligence or willful misconduct. You agree that, unless otherwise expressly provided, we will provide any Service as independent contractors, not as agents, and you agree that any Service which we provide to you will not give rise to any fiduciary or trustee duties on your part.

11.4 Nothing in the Standard Terms shall exclude or limit any liability which cannot be excluded or limited by law.

12. FORCE MAJEURE

We shall not be responsible for non-performance or delay in the performance of any of our obligation under an Agreement with you that is caused by circumstances beyond our control which includes flood, drought, fire, casualty, explosion, sabotage, accident, embargo, breakdown in equipment, communication, line failure, power failure, lockout, strike, unavoidable accident, act of God, terrorism or threat of terrorism, riot, war, or ant enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or any other emergency that prevents us from operating normally.

13. INDEMNITY

You agree to indemnify and hold us, all other Bank Rakyat Group, our Representatives and Agents harmless from and against any and all Losses resulting directly and indirectly from us providing any Service to you including those arising from: (a) our acceptance or execution of any instruction issued by or in the name of an Authorised Person; (b) our payment of any Taxes, profit/charges or fine/compensation otherwise due from you and paid on your behalf; or (c) for which we have incurred on your behalf as a result of the provision of any Service. Any amount due from you to us under this paragraph is payable on our demand.

14. INFORMATION

14.1 You agree that any information you provide to us is accurate, complete and up-to-date. If any information you have provided to us changes, you must immediately provide details of such changes.

Customer's initial

14.2 We will only process, use and transfer personal information that we collect from you for the purposes of providing you with banking services and for providing you with information about Services and services which we consider may be of interest to you, at all times in compliance with any applicable data protection laws.

14.3 We shall treat all information you provide and which has on you as confidential. You agree that: (a) we (and for any Bank Rakyat Group that we have disclosed any information pursuant to this paragraph) may disclose such information: (i) to any other Bank Rakyat Group; (ii) any associated corporation of any Bank Rakyat Group; (iii) to any of our or any Bank Rakyat Group's Agent or Representative; (iv) to our or any Bank Rakyat Group's service provider or professional advisor, who is under a duty of confidentiality in respect of such information; (v) to any actual or potential participant or transferee of our rights or obligations under any Agreement (or any of their agents or professional adviser provided that they are under a duty of confidentiality in respect of such information; (vi) to any credit agency, debt collection agency, association of banks or similar industry body or (vii) if required by law, regulation or any Governmental Agency; and (b) our or any Bank Rakyat Group's service provider may disclose such information if required by law, regulation or any Governmental Agency.

14.4 You agree that any information you provide to us is provided in accordance with the Malaysia Personal Data Protection Act 2010 and any other applicable data protection laws or regulations, and that you will take all steps as may be required to ensure compliance with such applicable data protection laws and regulations.

15. FEES, CHARGES AND TAXES

15.1 Fees and charges may apply to any Service and we retain the right to charge and/or change such fees and/or charges at any time by notifying you in writing. We may debit any Account for such fees and charge at any time. If as a result of such debit, the Account is overdrawn, you agree that fees/charges shall accrue thereon at such rate as may be determined by us and be payable together with other customary bank charges which we may impose. We shall be not liable for the dishonour of any cheque drawn by you on any Account is as a result of debiting your Account there are insufficient funds for payment of the same. In addition to the above, we may charge late payment charges on any amount due under any Agreement from the due date of the actual date of payment at the rate up to maximum 1% per annum.

15.2 All payment to us shall be in full, without set-off or counterclaim, and free from any deductions or withholdings related to any Tax or other claim.

15.3 In addition to any amounts payable to us, you will pay or reimburse us for any Taxes, deductions, charges, stamp, transaction and withholdings (together with any related profit/charges, compensation, fines and expenses) in connection with any Services. You will provide us with such documentations, declarations, certifications and information we may require in connection with any Taxes. You warrant that such information is true and correct in every respect and shall immediately notify us if any information requires updating or correction.

15.4 All our fees and charges are stated to be exclusive of Taxes.

15.5 You shall be liable to pay to us an amount which is equal to the goods and services tax which we have to pay to the relevant taxation authority as a result of: (a) any payment received by us prior to the effective date of the imposition of the goods and/or services by us prior to the effective date of the imposition of the goods and services tax ("the Effective Date") in connection with a supply of goods and/or services made on or after the Effective Date; or (b) any invoice issued prior to the Effective Date relating to a supply of goods and/or services made on or after the Effective Date. You agree and acknowledge that the payment under the Clause 15.4 is a contractual indemnity, not a charge by us to you for goods and service tax and no tax invoice in respect of this indemnity shall be issued.

16. CLAWBACKS

We have the right to cancel, reverse or debit any payment we make (including in respect of any profit/charges paid) under any Agreement if: (a) we establish that we have not actually received that amount; (b) we determine that you were not entitled to such a payment; (c) we need to correct a mistake; (d) we are required for any reason to return the funds the subject of such payment to the relevant payer or drawer, we are required by law, regulation or a Governmental Agency to do so; or (e) we have reasonable grounds to do so.

Customer's initial

17. SET-OFF AND CURRENCY CONVERSIONS

17.1 We may at any time, with prejudice to any other rights, which we may have, and without prior notice or demand for payment, combine, consolidate or merge all or any of your Accounts (whenever situate). We may retain, apply or set off any money, deposits or balances held in, or standing to the credit of, any Account in any currency towards the satisfaction of any obligations due from you to us and/or any other Bank Rakyat Group, whether such obligations be present or future, actual or contingent, primary or collateral, and several or joint.

17.2 For the purposes of this paragraph or in satisfaction of any obligations due from you to us and/or any other Bank Rakyat Group, we may effect currency conversions at such times or rates as we may think reasonable and may effect such transfers between any Accounts as we consider necessary.

17.3 You agree to grant us a lien over the Accounts you hold with us in order to secure any and all obligations and liabilities you owe to us and/or any other Bank Rakyat Group.

18. BANK RAKYAT REQUIREMENTS

We are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons which may be subject to sanctions. We may take and may instruct any other Bank Rakyat Group, Agent and/or Representative to take any action which we in our sole and absolute discretion consider appropriate to take in accordance with all such laws and regulations. Such action may include the freezing of assets, interception and investigation of any payment messages and other information or instructions sent to or by us or any of other Bank Rakyat Group, and making further enquiries as to whether a name which might refer to a sanctioned person actually refers to that person. You agree to assist us by providing us with any information we require in relation to the above. Neither we nor any other Bank Rakyat Group will be liable for any Loss suffered by you as a result of any of our actions in this paragraph.

PART C – MISCELLANEOUS

19. THIRD PARTY PROVIDERS

You agree that any Service may be provided by us either directly and/or through an Agent. You also agree that any arrangement we make to facilitate the provisions of any Service to you will be acceptable and that you will abide by any operational procedure we set from time to time. We may appoint any Agent at our sole discretion and without your prior approval and knowledge.

20. SEVERABILITY

If any provision of an Agreement is or becomes for any reason whatsoever invalid, illegal or enforceable, it shall be severable from that Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.

21. ASSIGNMENT AND TRANSFER

You shall not assign, transfer or otherwise dispose of your rights and/or obligations under any Agreement without our prior written consent. We may at any time assign, transfer or otherwise dispose of any or all or part of our rights, benefits and/or obligations under any Agreement or in respect of any Service without your consent. You agree to take such actions and sign such documents as we may reasonably require completing such assignment, transfer or disposal.

22. TRANSLATION

Any Agreement may be translated by us at sole discretion into any language provided that the Malay version will prevail over any such translation.

23. ENTIRE AGREEMENT AND NON-RELIANCE

The Agreements constitute the entire agreement and understanding between the parties about the relevant subject matters and hereby substitute and replace all previous agreements, arrangements, representations and understandings between the parties on that subject matter.

24. CERTIFICATES AND DETERMINATIONS

Any certificates or determinations by us of a rate or amount under any Agreement or Service is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

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25. COUNTERPARTS

Each Agreement may be executed and delivered in any number or counterparts, all of which, taken together, shall constitute one and the same agreement.

26. JOINT AND SEVERAL LIABILITY

If you are a trustee, partnership or other entity comprising more than one person or you are using any Service jointly with another person, each partner, trustee or person will be joint and severally liable for your obligations under the Agreements and references to you in the Agreements means each of those persons.

27. WAIVER AND REMEDIES

No failure to exercise, nor any delay in exercising, on our part any right or remedy under the Standard Terms shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Standard Terms are cumulative and not exclusive of any rights or remedies provided by law.

28. WAIVER OF IMMUNITY

You irrevocably waive any sovereign and other immunity you may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution of judgment.

29. SERVICE OF PROCESS

You agree to appoint a process agent immediately, if we request you to do so, to act as your agent for service of process in relation to the proceedings before the courts in the relevant Governing Jurisdiction. You agree that failure by a process agent to notify you of the process will not invalidate the proceedings concerned.

30. GOVERNING LAW AND JURISDICTION

30.1 Unless specified otherwise, the Agreement shall be governed by and construed in accordance with the laws of Malaysia. Any dispute shall be referred to the Courts of Malaysia situated in Kuala Lumpur or the courts of such other competent jurisdiction as we may at our absolute discretion elect to submit and the service of any legal process may be affected in any manner permitted by law.

30.2 You represent and warrant that all monies which will be paid to us, all collateral and/or guarantees in our favour shall come from lawful source of activity and not unlawful activities, as defined under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 (AMLA).

30.3 You acknowledge that all cheques drawn an Account must comply with the rules of the Cheque Truncation and Conversion System (CTOS) or any successor system operated by Bank Negara Malaysia ("BNM"). No addition or alterations to a cheque may be made after issue and you shall bear all risk of failing to comply with such requirements without recourse to us.

31. INCONSISTENCIES

Unless specified otherwise, if there are any inconsistencies between the terms of documents comprising an Agreement, the order of precedence in respect of such documents shall be (with (a) taking most precedence and (c) the least): (a) the Terms and Conditions (b) the Standard Terms and (c) the Letter of Offer (if any).

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i-bizRAKYAT

2ND COPY

BANKRAKYAT
Your Bank of Choice

STANDARD TERMS AND CONDITIONS

Kindly complete the form in CAPITAL LETTERS and return to Bank Rakyat. For further enquiries, please visit **www.ibizrakyat.com.my**

COMPANY INFORMATION

Name of Company *

Business Registration No. *

Type of Industry. * [Please tick (√) based on the option below]

☐ Wholesale ☐ Retail ☐ Others: _____

Office No.

Fax No.

EXT No.

Mailing Address *

Postcode

City

State

Contact 1

Name (Mr. / Mrs. / Ms.)

Designation

Mobile No. *

Office No. *

EXT No.

Email Address *

Contact 2

Name (Mr. / Mrs. / Ms.)

Designation

Mobile No. *

Office No. *

EXT No.

Email Address *

STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions (the "Standard Terms") applicable to any account, and related banking service, product or facility, we may from time to time provide to you (the "Service"). You should read the Standard Terms carefully before applying for any Services or accessing Corporate Internet Banking ("i-bizRAKYAT). We are entitled to reject an application from you for any Services at our sole discretion without assigning any reason. The Standard Terms may be supplemental with any other applicable terms and conditions relating to the Services and/or account opening and/or banking services, product and/or facilities (the "Terms and Conditions"). Unless the context requires otherwise, all capitalised expressions used in the Standard Terms shall have the meaning to them in Part A below.

PART A – DEFINITIONS AND INTERPRETATIONS

1. DEFINITIONS

1.1 The following definitions apply to the Standard Terms unless otherwise specified in the Standard Terms:

"Account" means any and all account(s) currently or opened and maintained with us which may be accessed through i-bizRAKYAT as may be determined by us from time to time;

"Account Statements" shall have the meaning set out in paragraph 7 (Account Statements);

"Agent" means any representative, agent, correspondent bank, counter, vendor, professional adviser, contractor or third party service provider and "Agents" shall be construed accordingly;

"Agreement" means, in respect of each Service, the contract between you and us for such Service, comprising the Standard Terms and the Terms and Conditions together with the Letter of Offer (if any) and "Agreement" means all such agreement created or contract agreed between you and us in relation to i-bizRAKYAT as may be amended, modified or updated from time to time;

"Authorisation" means: (a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgment or registration, or (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Agency intervenes or acts in any way within a specified period after lodgment, filing, registration or notification, the expiry of that period without intervention or action;

"Authorised Person" means any person you designate in writing (including electronically) as having the authority (either singly or jointly) to issue instructions or to act on your behalf under an Agreement or in relation to a Service and/or Account, and "Authorised Person" shall include, in respect of an Electronic Banking Service, an Authorised User;

"Authorised User" means a person who is authorised to access and use an Electronic Banking Service;

"Bank Rakyat Group" means Bank Kerjasama Rakyat Malaysia Berhad or any of its Related Corporation;

"Business Day" means a day on which we are open for general banking business in the Service location for the relevant Service;

"Communication" means any transmission of information including any instruction, demand or notice;

"Electronic Banking Service" means any electronic service which we provide to enable you to access any other Service, or transmit any Communication electronically and it shall also be known as "Corporate Internet Banking" or "i-BizRAKYAT";

"Governing Jurisdiction" means jurisdiction in accordance with the laws of Malaysia as specifically mentioned in paragraph 30;

"Governmental Agency" means any government or any governmental agency, semi- governmental or judicial entity or authority (including, without limitation, any stock exchange or any self-regulatory organisation established under law);

"Holding Company" means in relation to a company or corporation, any other company or corporation in respect of which is it a Subsidiary;

"Insolvency Proceeding" means, in relation to a person, if : (a) an order is made or an application or petition is presented or a resolution is passed for the administration, liquidation, statutory management, winding up or dissolution of that person; (b) any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, a moratorium

Customer's initial

of any indebtedness, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of that person; (c) receiver, administrator, liquidator, administrative receiver, compulsory manager, provisional supervisor or other similar officer, official or creditors' representative is appointed in respect of that person or over any of the assets of that person; (d) that person is declared insolvent or bankrupt under any law; (e) that person ceases or threatens to cease to carry on all or a substantial part of its business; (f) the holder of any security takes possession of the whole or any material part of the property or assets of that person (g) that person enters into a compromise, composition or arrangement with, or assignment for the benefit of, any of its members or creditors (or a class of such creditors); (h) that person is otherwise unable to pay its debt when they fall due, or suffers an enforcement of any security over any of its assets; (i) the financial position or the value of any securities we hold of that person changes adversely to a material extent in each case in our opinion; (j) something having a substantially similar effect to the above happens in connection with that person under the law of the jurisdiction;

"Intellectual Property Rights" means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and the benefit of all applications and rights to use such assets (which may now or in future subsists);

"Letter of Offer" means any letter and/or document (as may be amended and/or supplemented from time to time) from us to you for any Service (if applicable);

"Loss" means all loss, liability, damage, cost and expense (including tax, legal fees and disbursements and cost of investigation, litigation, arbitration, settlement, judgment, award, profit/charges and fine/compensation), and "Losses" shall be construed accordingly;

"Payment Instrument" means any cheque, e-cheque, draft, money order, traveler's cheque or other paper instrument issued to one or more persons;

"Related Corporations" means in relation to any person, a Subsidiary of that person or a Holding Company (including head offices and branches of the above);

"Representative" means a person's directors, officers or employees;

"Security Code" means any confidential password, security code or other identifier issued by us, directly or indirectly, to access or facilitate access to an Electronic Banking Service and "Security Codes" shall be construed accordingly;

"Security Device" means any token, device, electronic key, smartcard, procedure or other things issued by us, directly or indirectly, to access or facilitate access to an Electronic Banking Service and "Security Devices" shall be construed accordingly;

"Service" shall have the meaning set out in the opening paragraph of the Standard Terms;

"Service Location" means the country or jurisdictional location in which the relevant Service is provided to you;

"Standard Terms" shall have the meaning set out in the opening paragraph of the Standard Terms;

"Subsidiary" means for the purposes of the Standard Terms, a corporation shall be deemed to be a subsidiary of another corporation, if (a) that other corporation (i) controls the composition of the board of directors of the first-mentioned corporation; (ii) controls more than half of the voting power of the first-mentioned corporation; or (iii) holds more than half of the issued share capital of the first-mentioned corporation (excluding any part thereof which consists of preference shares; or (b) the first-mentioned corporation is a subsidiary of any corporation which is that other corporation's subsidiary;

"SWIFT" refers to the Society for Worldwide Interbank Financial Telecommunications;

"System" means any software, hardware, server, data process, telecommunications, operating systems provided by, or on behalf of, us in support of and used together with any Electronic Banking Services, or update thereto and "Systems" shall be construed accordingly;

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"Tax" means any tax (including goods and services tax or any other tax of a similar nature), levy, impost, duty or other charge or withholding of a similar nature (including any compensation, profit/charges, fines and expenses payable in connection with any failure to pay or any delay in paying any of the same) and "Taxes" shall be construed accordingly; and

"Terms and Conditions" means those additional terms and conditions applicable to a particular Service that we provide to you and/or account opening and/or banking services, product and/or facilities, as may be amended from time to time;

"User Manual" means the manual (if any) as may be amended from time to time and other material which we provide or make available to you which sets out user information, guidance, procedures and/or requirements relating to your use of Service.

2. INTERPRETATION

2.1 Unless a contrary intention appears, any reference in each Agreement to:

a) You, your, yours and yourself shall refer to the person we have provided or are providing a Service to as named in the Agreement and, where applicable, all trustees, partners and persons identified in paragraph 26 (Joint and Several Liability);

b) We, us, our and ourselves shall refer to the Bank Rakyat Group (including the relevant Representative and Agent) identified in the Agreement as the provider of the relevant Service;

c) An associated corporation of another corporation means that the second corporation owns or control at least 20% but not more than 50% of the voting power of the first-mentioned corporation;

d) A document (including any Agreement) includes any variation or replacement of it;

e) Including shall be construed as including without limitation;

f) Any instruction and any action to instruct shall also include any request, direction, order, notice and agreement;

g) Any invoice shall include a bill and any other commercial document issued by a seller to a buyer indicating (amongst others) the products, quantities and agreed prices for products and services that the seller has already provided the buyer with;

h) A provision of law is a reference to that provision as amended or re-enacted;

i) Party shall refer to you or us and partied means both you and us;

j) A person includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or two or more of the foregoing and includes that person's successors in title, permitted assigns and permitted transferee;

k) A regulation includes any rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

l) Vary a document shall also mean to modify, amend, cancel or waive that document;

m) That singular includes the plural and vice versa; and

n) Any paragraph headings are inserted for convenience only and shall not direct the interpretation of any provision of any Agreement.

PART B – GENERAL

3. YOUR RESPONSIBILITY

You confirm that you understand the features of any Services offered to you. Nothing in the Standard Terms should be construed as a representation or recommendation by us concerning an investment in any account or deposit-related Services or financing-related Service we and/or any other Bank Rakyat Group may provide to you. You should seek independent legal, financial, tax and other relevant advice before deciding whether to apply for any Service. You agree to comply with all applicable laws and regulations and follow any instruction or security procedure which we provide or make available to you in relation to

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any Service. You are not allowed to perform any compliant transaction(s) which is/are non-shariah -compliant via i-bizRAKYAT. We shall not be liable for any non-Shariah complaint transaction performed thereof.

4. AUTHORISATION

4.1 You represent and warrant to us that:
(a) you have the capacity to enter into any Agreement and/or subscribe to any Service; (b) all Authorisations required or desirable in connection with the entry info, performance, validity and enforceability of an Agreement and/or Service have been obtained or effected; and (c) your entry into and performance of any Agreement and/or Service do not and will not conflict with any law or regulation applicable to you.

4.2 You agree that we may accept any instruction from (and you are bound by the actions of) any Authorised Person(s). You may revoke or replace an Authorised Person's authority at any time by notifying us in accordance with Paragraph 6 (Communications). Any change in a person's authority mandate shall not be effective until: (a) we receive the relevant notification; and (b) where you have requested us to establish a new person as an Authorised Person, we are satisfied of the new person's authority.

5. INSTRUCTIONS

5.1 You agree that any instruction (including a payment instruction) from an Authorised Person or Authorised Persons (as the case may be) shall be irrevocable and binding. Where such an instruction has been given in accordance with the relevant authority mandate agreed between you and us then we are not obligated to: (a) confirm our receipt of the instruction with you; (b) investigate the authority of any Authorised Person giving the instruction; or (c) verify the authenticity, accuracy or completeness of the instruction, but may do so if we wish.

5.2 Without prejudice to the paragraph above, we may reject or delay executing any instruction (including a payment instruction) if: (a) any such instruction is, in our sole determination, unclear, conflicting, incorrect, incomplete or in a format (electronic or otherwise) not approved by us; (b) if we have, in our sole discretion, reason to suspect that that it is unauthorised, fraudulent or not otherwise authentic; (c) if it is, in our sole discretion, in breach of (or may breach) any of our security procedures, any applicable law or any regulation. The execution of any instruction you give us is also subject to the cut-off times applicable to the Services in question and, where applicable, any credit limit we have agreed with you. Where you ask to, we will try to stop an instruction before it is executed, but we shall not be responsible for any Loss if we are unable to do so in time.

5.3 We may but do not have the obligation to contact you for further information if any of your instructions are unclear, conflicting, incorrect or incomplete. Any such action we take shall not prejudice our right set out in the paragraph above to reject or delay executing of such instruction.

6. COMMUNICATIONS

6.1 You must provide us with correct and complete contact details, so as to enable us to send you Communications in respect of any Service and you must notify us as soon as possible if your contact details change. Our contact details shall be: (a) in respect of a given Service, as set out in any document which we send to you in connection with that Service; (b) as stated in our website; or (c) as otherwise notified to you from time to time.

6.2 You may send us any Communication by mail, courier, fax transmission, electronic transmission via any Electronic Banking Service or SWIFT and in the form and format in which we designate or prescribe to you or such other means as we may designate from time to time. If you fail to send us the Communication in the manner as set out above, we may deem that such Communication has not been received by us. Any Communication from you to us is effective only upon actual receipt by us.

6.3 We may send you any Communication by mail, courier, fax transmission or electronic transmission (including SWIFT) or through our website or by such other means as we may designate from time to time. Unless otherwise provided in an Agreement, any Communication we send to you will be deemed received and effective if: (a) sent by fax, at the time shown on the transmission report as being successfully sent; (b) delivered personally, at the time of delivery (c) sent by post within same country, three (3) business days after posting, or if sent by post from one country to another, seven (7) business days after posting; and (d) sent by electronic mail, at the time sent to you unless we receive an automated message that the electronic mail has not been delivered.

6.4 All Communications to us must be legible and sent specifically to the applicable officer or service representative we specify to you from time to time.

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6.5 We may record any telephone conversation held between you and us and you agree that we can use such records or the transcripts for quality control purposes and in any dispute.

6.6 Where we send a Communication to one of your trustees, partner or officers, then such Communication shall be deemed to be received jointly by all trustees, partners and/or officers.

7. ACCOUNT STATEMENTS

7.1 Account statements, confirmations, or advises (the "Account Statements") will be issued to you at the frequency and in the manner advised to you from time to time. It is your responsibility to examine promptly each Account Statement and any accompanying item which you receive or which is made available to you. You must report any irregularities to us in writing immediately after you become aware of them, including any suspected fraudulent, improper or unauthorised activity in respect of our Services. Neither us nor any other Bank Rakyat Group shall be responsible for your reliance on balance, transaction or other information in any Account Statement as such information may be further updated, subsequently corrected or provided to us by a third party.

7.2 You agree that Account Statements will be made available to you via Electronic Banking Service. We will upon your request provide you with the hardcopy of the Account Statements subject to your payment of the prevailing fees and charges.

8. SYSTEMS, SECURITY DEVICES AND INTELLECTUAL PROPERTY

8.1 We may provide you with certain Systems and/or Security Device to facilitate the provision of a Service to you. If we do , you agree that: (a) you do not have right, title or interest in or the Systems and/or Security Devices save as permitted by us under the Standard Terms; (b) you must use any System strictly in accordance with any instructions or guidelines we may provide to you from time to time, and only for the permitted purpose(s) stipulated by us; (c) you agree not to divulge or disclose to any third party any information (including manuals and operating procedures) relating to any System and/or Security Device we provide to you; and (d) Terms and Conditions shall apply to your use of any System and/or Security Device we provide to you.

8.2 We may (without assigning any reason) terminate or suspend your use of any System or for Security Devices we provide to you without prior notice to you. Upon termination and/or suspension you shall promptly upon our request return to us all Systems, Security Devices and any other documents relating to this Service. You agree to indemnify and hold us, all other Bank Rakyat Group, our Representatives and Agents harmless from and against any and all Losses resulting directly or indirectly from: (a) any breach of any licensing agreement between us and the copyright owners of any software as a result of your use of any System; and (b) any mistakes resulting from the use or misuse of any System and Security Device.

8.3 All Intellectual Property Rights in or relation to a Service, System, device (including any Security Device) or material provided or made available to you (including on any website) shall remain our property or that of our licensors. Except as expressly provided herein, you shall not, nor cause or allow any other person to use, reproduce, transmit, sell, display, distribute, reverse engineer, adapt, establish any hyperlink to, provide access to modify, or commercially exploit the same (or part thereof) without our prior written consent.

9. VARIATION

9.1 We may vary or modify any Service and/or terms and conditions of any Agreement at any time in order to comply with any exchange control requirement or at any law or regulation.

9.2 Subject to the paragraph above, we may at any time vary the terms and conditions of any Agreement by giving you 14 days written notice. Alternatively, such notice may be provided by advertisement in the media or displayed at any of our branches if the relevant method is permitted by law or any applicable code of banking practice.

10. TERMINATION AND SUSPENSION

10.1 Unless otherwise agreed between us, you or we may terminate the Agreement relating to a Service for any reason by providing 30 days written notice to the other.

10.2 We may immediately and without notice to you terminate any and all Agreements between us if: (a) you have materially breached any terms or condition of an Agreement which is in our opinion irremediable, or if remediable has not been remedied within 10 Business Days of receiving a notice from us to do so; (b) you have not paid all fees and charges which have been due from you for at least 3 Business Days; (c) you have in our opinion acted unlawfully, fraudulently, negligently or abusively; (d) an

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event or change occurs which affects your assets, affairs or financial condition and give us reasonable grounds to conclude that may not be able to perform your obligations under any Agreement; (e) you enter into any Insolvency Proceedings; (f) our entering into any Agreement with you, or our performance of any such Agreement, has caused (or in our opinion may cause) us to be in breach of any applicable law or regulation); (g) we are required to do so in compliance with any law or regulation; or (h) if you fail to maintain the minimum credit balances in any Account stipulated by us (in relation to that Service), or if you close an Account required for the operation of any Service which we provide to you (each a "Termination Event").

10.3 Paragraph 6 (Communication), 8 (Systems, Security Devices and Intellectual Property), 10 (Termination and Suspension), 11 (Liability Limitation), 13 (Indemnity), 14 (Information), 16 (Clawbacks), 21 (Assignment and Transfer), 26 (Joint and Several Liability), 30 (Governing Law and Jurisdiction) and this paragraph shall survive termination of any Agreement.

10.4 On the termination of any Agreement, you will, when we ask you to do so, return to us any device or material and/or take any other such action as we may reasonably request of you.

10.5 We may suspend your use of any Service while investigating whether a Termination Event may have occurred, or to protect the interests of either of you or us. We shall also be entitled to modify, withdraw or suspend all or any part of any Electronic Banking Service we consider necessary to: (a) reflect changes in the technology that are generally available in the industry; (b) take account of a material development in our business, or the introduction of new Services and/or services; (c) reflect any change in any applicable law or regulation, or (d) prevent damage or disruption to any Electronic Banking Service, our Systems, personnel or customers, or those of our Agents. We will give you 30 days' written notice before making any change, withdrawal or suspension that has a material impact on the manner in which such Service is provided, unless such advance notice is not practicable in the circumstances or permitted by law or regulation.

11. LIABILITY LIMITATION

11.1 We will not be liable for any loss you may suffer or incur arising from or in connection with our execution, non-execution or delayed execution of incorrect or incomplete instructions by you (including any incorrect or incomplete payment instruction or payment details).

11.2 We will have no liability for any Loss you may suffer or incur arising from any loss or theft of any Payment Instruction or Security Code.

11.3 We are not liable for any Loss of any nature of which you may suffer or incur in relation to any Service we provide, save for any direct Loss attributable to our gross negligence or willful misconduct. You agree that, unless otherwise expressly provided, we will provide any Service as independent contractors, not as agents, and you agree that any Service which we provide to you will not give rise to any fiduciary or trustee duties on your part.

11.4 Nothing in the Standard Terms shall exclude or limit any liability which cannot be excluded or limited by law.

12. FORCE MAJEURE

We shall not be responsible for non-performance or delay in the performance of any of our obligation under an Agreement with you that is caused by circumstances beyond our control which includes flood, drought, fire, casualty, explosion, sabotage, accident, embargo, breakdown in equipment, communication, line failure, power failure, lockout, strike, unavoidable accident, act of God, terrorism or threat of terrorism, riot, war, or ant enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or any other emergency that prevents us from operating normally.

13. INDEMNITY

You agree to indemnify and hold us, all other Bank Rakyat Group, our Representatives and Agents harmless from and against any and all Losses resulting directly and indirectly from us providing any Service to you including those arising from: (a) our acceptance or execution of any instruction issued by or in the name of an Authorised Person; (b) our payment of any Taxes, profit/charges or fine/compensation otherwise due from you and paid on your behalf; or (c) for which we have incurred on your behalf as a result of the provision of any Service. Any amount due from you to us under this paragraph is payable on our demand.

14. INFORMATION

14.1 You agree that any information you provide to us is accurate, complete and up-to-date. If any information you have provided to us changes, you must immediately provide details of such changes.

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14.2 We will only process, use and transfer personal information that we collect from you for the purposes of providing you with banking services and for providing you with information about Services and services which we consider may be of interest to you, at all times in compliance with any applicable data protection laws.

14.3 We shall treat all information you provide and which has on you as confidential. You agree that: (a) we (and for any Bank Rakyat Group that we have disclosed any information pursuant to this paragraph) may disclose such information: (i) to any other Bank Rakyat Group; (ii) any associated corporation of any Bank Rakyat Group; (iii) to any of our or any Bank Rakyat Group's Agent or Representative; (iv) to our or any Bank Rakyat Group's service provider or professional advisor, who is under a duty of confidentiality in respect of such information; (v) to any actual or potential participant or transferee of our rights or obligations under any Agreement (or any of their agents or professional adviser provided that they are under a duty of confidentiality in respect of such information; (vi) to any credit agency, debt collection agency, association of banks or similar industry body or (vii) if required by law, regulation or any Governmental Agency; and (b) our or any Bank Rakyat Group's service provider may disclose such information if required by law, regulation or any Governmental Agency.

14.4 You agree that any information you provide to us is provided in accordance with the Malaysia Personal Data Protection Act 2010 and any other applicable data protection laws or regulations, and that you will take all steps as may be required to ensure compliance with such applicable data protection laws and regulations.

15. FEES, CHARGES AND TAXES

15.1 Fees and charges may apply to any Service and we retain the right to charge and/or change such fees and/or charges at any time by notifying you in writing. We may debit any Account for such fees and charge at any time. If as a result of such debit, the Account is overdrawn, you agree that fees/charges shall accrue thereon at such rate as may be determined by us and be payable together with other customary bank charges which we may impose. We shall be not liable for the dishonour of any cheque drawn by you on any Account is as a result of debiting your Account there are insufficient funds for payment of the same. In addition to the above, we may charge late payment charges on any amount due under any Agreement from the due date of the actual date of payment at the rate up to maximum 1% per annum.

15.2 All payment to us shall be in full, without set-off or counterclaim, and free from any deductions or withholdings related to any Tax or other claim.

15.3 In addition to any amounts payable to us, you will pay or reimburse us for any Taxes, deductions, charges, stamp, transaction and withholdings (together with any related profit/charges, compensation, fines and expenses) in connection with any Services. You will provide us with such documentations, declarations, certifications and information we may require in connection with any Taxes. You warrant that such information is true and correct in every respect and shall immediately notify us if any information requires updating or correction.

15.4 All our fees and charges are stated to be exclusive of Taxes.

15.5 You shall be liable to pay to us an amount which is equal to the goods and services tax which we have to pay to the relevant taxation authority as a result of: (a) any payment received by us prior to the effective date of the imposition of the goods and/or services by us prior to the effective date of the imposition of the goods and services tax ("the Effective Date") in connection with a supply of goods and/or services made on or after the Effective Date; or (b) any invoice issued prior to the Effective Date relating to a supply of goods and/or services made on or after the Effective Date. You agree and acknowledge that the payment under the Clause 15.4 is a contractual indemnity, not a charge by us to you for goods and service tax and no tax invoice in respect of this indemnity shall be issued.

16. CLAWBACKS

We have the right to cancel, reverse or debit any payment we make (including in respect of any profit/charges paid) under any Agreement if: (a) we establish that we have not actually received that amount; (b) we determine that you were not entitled to such a payment; (c) we need to correct a mistake; (d) we are required for any reason to return the funds the subject of such payment to the relevant payer or drawer, we are required by law, regulation or a Governmental Agency to do so; or (e) we have reasonable grounds to do so.

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17. SET-OFF AND CURRENCY CONVERSIONS

17.1 We may at any time, with prejudice to any other rights, which we may have, and without prior notice or demand for payment, combine, consolidate or merge all or any of your Accounts (whenever situate). We may retain, apply or set off any money, deposits or balances held in, or standing to the credit of, any Account in any currency towards the satisfaction of any obligations due from you to us and/or any other Bank Rakyat Group, whether such obligations be present or future, actual or contingent, primary or collateral, and several or joint.

17.2 For the purposes of this paragraph or in satisfaction of any obligations due from you to us and/or any other Bank Rakyat Group, we may effect currency conversions at such times or rates as we may think reasonable and may effect such transfers between any Accounts as we consider necessary.

17.3 You agree to grant us a lien over the Accounts you hold with us in order to secure any and all obligations and liabilities you owe to us and/or any other Bank Rakyat Group.

18. BANK RAKYAT REQUIREMENTS

We are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons which may be subject to sanctions. We may take and may instruct any other Bank Rakyat Group, Agent and/or Representative to take any action which we in our sole and absolute discretion consider appropriate to take in accordance with all such laws and regulations. Such action may include the freezing of assets, interception and investigation of any payment messages and other information or instructions sent to or by us or any of other Bank Rakyat Group, and making further enquiries as to whether a name which might refer to a sanctioned person actually refers to that person. You agree to assist us by providing us with any information we require in relation to the above. Neither we nor any other Bank Rakyat Group will be liable for any Loss suffered by you as a result of any of our actions in this paragraph.

PART C – MISCELLANEOUS

19. THIRD PARTY PROVIDERS

You agree that any Service may be provided by us either directly and/or through an Agent. You also agree that any arrangement we make to facilitate the provisions of any Service to you will be acceptable and that you will abide by any operational procedure we set from time to time. We may appoint any Agent at our sole discretion and without your prior approval and knowledge.

20. SEVERABILITY

If any provision of an Agreement is or becomes for any reason whatsoever invalid, illegal or enforceable, it shall be severable from that Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.

21. ASSIGNMENT AND TRANSFER

You shall not assign, transfer or otherwise dispose of your rights and/or obligations under any Agreement without our prior written consent. We may at any time assign, transfer or otherwise dispose of any or all or part of our rights, benefits and/or obligations under any Agreement or in respect of any Service without your consent. You agree to take such actions and sign such documents as we may reasonably require completing such assignment, transfer or disposal.

22. TRANSLATION

Any Agreement may be translated by us at sole discretion into any language provided that the Malay version will prevail over any such translation.

23. ENTIRE AGREEMENT AND NON-RELIANCE

The Agreements constitute the entire agreement and understanding between the parties about the relevant subject matters and hereby substitute and replace all previous agreements, arrangements, representations and understandings between the parties on that subject matter.

24. CERTIFICATES AND DETERMINATIONS

Any certificates or determinations by us of a rate or amount under any Agreement or Service is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

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25. COUNTERPARTS

Each Agreement may be executed and delivered in any number or counterparts, all of which, taken together, shall constitute one and the same agreement.

26. JOINT AND SEVERAL LIABILITY

If you are a trustee, partnership or other entity comprising more than one person or you are using any Service jointly with another person, each partner, trustee or person will be joint and severally liable for your obligations under the Agreements and references to you in the Agreements means each of those persons.

27. WAIVER AND REMEDIES

No failure to exercise, nor any delay in exercising, on our part any right or remedy under the Standard Terms shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Standard Terms are cumulative and not exclusive of any rights or remedies provided by law.

28. WAIVER OF IMMUNITY

You irrevocably waive any sovereign and other immunity you may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution of judgment.

29. SERVICE OF PROCESS

You agree to appoint a process agent immediately, if we request you to do so, to act as your agent for service of process in relation to the proceedings before the courts in the relevant Governing Jurisdiction. You agree that failure by a process agent to notify you of the process will not invalidate the proceedings concerned.

30. GOVERNING LAW AND JURISDICTION

30.1 Unless specified otherwise, the Agreement shall be governed by and construed in accordance with the laws of Malaysia. Any dispute shall be referred to the Courts of Malaysia situated in Kuala Lumpur or the courts of such other competent jurisdiction as we may at our absolute discretion elect to submit and the service of any legal process may be affected in any manner permitted by law.

30.2 You represent and warrant that all monies which will be paid to us, all collateral and/or guarantees in our favour shall come from lawful source of activity and not unlawful activities, as defined under the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 (AMLA).

30.3 You acknowledge that all cheques drawn an Account must comply with the rules of the Cheque Truncation and Conversion System (CTOS) or any successor system operated by Bank Negara Malaysia ("BNM"). No addition or alterations to a cheque may be made after issue and you shall bear all risk of failing to comply with such requirements without recourse to us.

31. INCONSISTENCIES

Unless specified otherwise, if there are any inconsistencies between the terms of documents comprising an Agreement, the order of precedence in respect of such documents shall be (with (a) taking most precedence and (c) the least): (a) the Terms and Conditions (b) the Standard Terms and (c) the Letter of Offer (if any).

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