

TERMS AND CONDITIONS OF RAKYAT XCLUSIVE MEMBERSHIP

In these terms and conditions, "Member(s)" refers to you as qualified Rakyat Xclusive Member(s), and "the Bank" refers to Bank Kerjasama Rakyat Malaysia Berhad (Registration No: 2192). Any supplementary services that the Bank provides to you as a Rakyat Xclusive Member(s) are administered by these terms and conditions herein.

1. Standard Terms for Banking Accounts

- 1.1. Except to the extent that these terms and conditions require otherwise, it shall not affect any other service terms, expressed or implied, governing any other of Rakyat Xclusive Member's Accounts with the Bank.
- 1.2. Subject to Clause 1.1, Member(s) are bound to the standard terms and conditions imposed by the Bank for each such respective Account including any other financing account.

2. Membership Eligibility

To qualify a Rakyat Xclusive Membership with the Bank, Member(s) must fulfill one of the eligibilities criteria according to membership type listed below:

Membership	Eligibility		
	Investable Assets*	Mortgage	Credit Card Limit
Affluent	RM50,000 until RM250,000	RM700,000 until RM1.0 million	RM50,000 until RM100,000
Premier	RM250,000 until RM2.5 million	RM1.0 million until RM2.5 million	RM100,000 until RM250,000
Private	Above RM2.5 million	Above RM2.5 million	Above RM250,000

**Investable Assets* include deposits, fixed income, equities, unit trust funds, real estate funds, real estate investment trusts, and any other alternative investment, as maintained with the Bank.

3. Membership Maintenance

- 3.1. For Member(s) to maintain their Rakyat Xclusive Membership, Member(s) will need to meet the membership criteria of which is subject to revision and/or changes from time to time by the Bank.
- 3.2. Member(s) shall maintain their investable assets/mortgage/credit card limit within the range stated in Clause 2 and if falls below the requirement or is in arrear for three (3) consecutive months, the Bank shall withdraw the privilege of Rakyat Xclusive Service offered and redesignate Member's account(s) accordingly. (Thereafter, Member(s) shall no longer enjoy the privileges and services offered via Rakyat Xclusive).
- 3.3. If the balance of the eligibility criteria as stated in Clause 2 falls below the requirement, Member(s) shall be requested by the Bank to replenish the arrears before due through a written notice.
- 3.4. In the occurrence of Member(s) failed in maintaining the eligibility criteria as stated in Clause 2, membership tier will be redesignated to one tier below than current, or withdrawal of Rakyat Xclusive membership entitlement for the initial tier (Affluent), along with its supposed privileges. Member(s) shall be provided written notice on the redesignation or withdrawal of membership.

4. Modification of Member(s) Information

Member(s) shall instantly notify the Bank in a written notice of any modifications in Member(s) personal information including, address, contact numbers, authorized signatories, or other particulars that may be made from time to time. Until the Bank is in actual receipt of the notification of such changes, the Bank is entitled to depend on the last information and other particulars on record with the Bank and be cleared from any liabilities for relying on the same.

5. Termination of Rakyat Xclusive Membership

5.1. The Bank may at any time terminate Rakyat Xclusive membership without assigning any reason by giving written notice of such termination to Member(s).

5.2. Member(s) may at any time terminate the Rakyat Xclusive membership with the Bank upon giving written notice to the Bank. The termination shall take effect immediately on the receipt date of such notice by the Bank.

6. Privileges and Benefits

The Bank may occasionally introduce new products and services to provide more benefits to the Member(s). Member(s) recognition in the manner recommended by the Bank and the use of the said new or additional product, features, or services, the terms and conditions of the respective products and services and any other additional terms and conditions (if any) as may be prescribed by the Bank shall be applicable to the Member(s). As part of the benefits of being a Rakyat Xclusive Member(s), Member(s) shall enjoy the privileges as below:

6.1. Premium Deposit Accounts

6.2. Special Rate on Remittances

6.3. Introduction of Bank's Platinum Xclusive Explorer Credit Card-i with perks & privileges above "Infinite Credit Card"

6.4. Personalized service by dedicated Relationship Managers

6.5. Premium Financing Products

6.6. Fast Lane for performing Banking Transactions at selected Branches and Hubs

6.7. Priority Invitation to selected special events organized by Bank or its subsidiary

6.8. Special Access to any other Bank's Lounge

**Privileges offered to vary according to membership type*

***For further information on the privileges, kindly refer to the Welcome Book and preferred Relationship Manager or visit www.bankrakyat.com.my*

7. Commendation in Communication

Unless otherwise stated, any instruction and verification by Member(s) either by direct verbal presence, telephone, letter, facsimile, electronic mails (E-mails), telex, short message service (SMS), and/or any other medium discernable by the Bank for the use of Rakyat Xclusive services shall be treated as a valid acknowledgment by Member(s) to be bound by all the Terms and Conditions mentioned herein and/or any term and condition imposed by the Bank from time to time.

- 7.1. Member(s) explicitly authorized the Bank to perform the transactions on the Member(s) account based on the instructions purportedly communicated via telephone by the Member(s), in writing signed or signed over communication via mails, fax, or any other akin medium.
- 7.2. Member(s) understand and agree that any risks of miscommunication and/or misunderstanding, error, or loss resulting from instructions given by unauthorized individuals or any error loss or delay resulting from the use of the mail, fax, or any other akin medium are entirely the Member's risk for which the Bank shall not be held liable.
- 7.3. The Bank shall not be liable to the Member(s) for acting upon any instructions notwithstanding which afterward proven that the same was not given by the Member.
- 7.4. Member(s) hereby authorize the Bank to undergo any instructions provided or purportedly given as a new instruction even it is indefinite that the instructions are a validation or an alteration of the previous instructions given.
- 7.5. Any instructions provided after business hours, 9 am to 5 pm on Monday to Friday, and closed during public holidays, will be processed on the next working day.

8. Third Parties Services

Occasionally, the Bank may introduce the Member(s) to other Rakyat Xclusive privileges and services provided by the third parties. Any services delivered by third parties are subject to their terms and conditions and the Bank shall not be liable for any loss that may incur in association with such services.

9. Dispute and Enquiries

Should the Member(s) have any enquiries or need any assistance, kindly refer to the respective Branch Manager or Rakyat Xclusive Centre Manager for further assistance. In the event that the Member(s) has any issues, complaints, and/or disagreements arising from these Terms and Conditions, please raise the matter to the respective Branch Manager or Rakyat Xclusive Centre Manager. Member(s) shall postulate the nature of the Member's inquiry, complaint, and/or dispute and other details or information as required by the Bank and shall be examined, handled, and/or resolute in accordance with the Bank procedure. All complaints and/or disputes that arise shall be true and legitimate and the Member(s) shall be held responsible and liable to the Bank if fraudulent or false claims, complaints, and/or disputes are perceived.

10. Indemnity

Member(s) shall be responsible for and shall fully indemnify the Bank and hold the Bank against all losses, costs, and expenses directly or indirectly which may be incurred by them or the Bank in connection with any or all of the related Accounts or costs involved due to member's failure or negligent to comply to terms and conditions or any part thereof is reduced or frozen by any government or official authority and they fully acknowledge that the Bank reserves the right to automatically debit any or all of their Accounts with the Bank for the amount of such losses, costs or expenses as herein indicated.

11. Force Majeure

The Bank shall hold no responsible nor be liable to the Member(s) should they failed or unable to perform their onuses under said Terms and Conditions, where such deferment or failure in performing

their obligation is caused by force majeure (i.e., explosions, fire, natural disasters, epidemic, pandemic, endemic, system failures, wars, riots, commotions, strikes, sabotage or other labour disputes) or any circumstances beyond the control of the Bank.

12. Severability and Waiver

Member(s) shall agree that the invalidity or unenforceability of any of the terms and conditions herein shall not prejudice or affect in any way the validity or enforceability of the remaining terms and conditions herein. No failure or delay by the Bank in exercising any right herein shall preclude the Bank's further exercise or the exercise of any other right. The rights provided herein are cumulative and not exclusive of any rights provided by law and the Bank shall be at liberty to release or compound with or otherwise vary or agree to vary the liability of or to grant time or indulgence to or make other arrangements with any person without prejudicing or affecting the Bank's rights against them. Any waiver or absolution granted shall not inhibit the Bank from implementing the other parts of the unaffected Terms and Conditions granted waiver or absolution, or from enforcing any other rights nor shall it require the Bank to grant further leniency. The rights and remedies provided by law are not excluded and shall not affect or alter these Terms and Conditions.

13. Copyright and Intellectual Property Rights

- 13.1.** The Member(s) concedes that all copyright and intellectual property rights in the Rakyat Xclusive Services provided hereunder belong to the Bank or, where and when applicable, it's associated.
- 13.2.** Besides information related to the Member's account(s), all information available in the Rakyat Xclusive Services is the property of the Bank or any authorized third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights.
- 13.3.** The Member's usage of Rakyat Xclusive Services does not permit the Member(s) a license or right to use the trademark, service mark, copyright, patent, or any other intellectual property right either formally protected, applied for, or otherwise, of Rakyat Xclusive Services provided thereunder without the express written approval of the Bank. In addition, the Member's usage of services does not grant the Member(s) a license or right to use any third-party trademark without the express written approval of the third-party possessing rights for such trademark.

14. Changes of Terms and Conditions

Any variation, addition, deletion, or amendment to the provisions herein shall be displayed at the Bank's website or by sending a 21 days written notice or advertised or by any other means that is appropriate. If the Member(s) do not accept the change of Terms and Conditions, Member(s) shall notify the Bank in writing promptly and the Bank may withdraw any or all the Services. If the Member(s) continue the use of Services after notification, Member(s) shall be reckoned to have acknowledged and agreed to such change(s) without reservation.

15. Law

These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Malaysia.

16. Personal Information

The Bank shall remain in control and utilize Member(s) personal data in accordance with the Personal Data Protection Act (PDPA) 2010 and shall be protected and governed by the Development Financial Institution Act (DFIA) 2002, Section 119 to ensure Member(s) personal information secrecy and to duly protect Member(s) personal data from disclosing to any unauthorized personnel or prohibited usage.

17. Versions

In the event of any inconsistency between the English version and Bahasa Malaysia version of these Terms and Conditions, the English version of Terms and Conditions shall prevail to the extent of such inconsistency.