

Guide to Specific Terms & Conditions for Personal Financial Services

(as of 1 September 2009)

These Specific Terms & Conditions are applicable to personal accounts and services (other than Credit Cards) opened with or provided by HSBC Bank Malaysia Berhad ("HSBC" or the "Bank"); and should be read together with the Generic Terms & Conditions of HSBC. Please take the time to read them as they are binding on you.

These Specific and Generic Terms & Conditions are available on request and on HSBC's website at www.hsbc.com.my.

Please contact your nearest HSBC branch if you require any clarification.

Thank you for banking with HSBC.

Specific Terms & Conditions for Personal Financial Services

POWERVANTAGE

- a ▶ The Cheque Protection facility (by way of a cheque issuance of up to RM200), where granted, is an overnight excess allowed by the Bank and must be regularised by the end of the next working day. The overnight excess is subject to the Bank's customary overriding right of repayment on demand with the right to withdraw the facility without notice, in the event of unsatisfactory conduct of account including but not limited to cheque returns or failure to regularise excesses as required above and the Customer accordingly holds the Bank free from all liability and agrees to indemnify the Bank against any claims, cost, loss and expenses arising in relation to such withdrawal. In the event the facility is withdrawn, all outstandings if any, will be charged at the Bank's prevailing unauthorised overdraft rate.
- b ▶ A consolidated statement of account shall be issued containing information relating to account (s) held in the Customer's name at the Bank or third party products / services / investments marketed by the Bank and sent in hard copy form to the Customer.
- c ▶ Premature partial upliftment of PowerVantage FlexiTime Deposit is allowed subject to payment of penalty interest on the uplifted amount.
- d ▶ Current Account terms and conditions shall also apply.

POWERVANTAGE E-CHEQUEING

- a ▶ A consolidated statement of account containing information relating to account(s) held in the Customer's name at the Bank or third party products / services / investments marketed by the Bank shall be made available in e-statement form.
- b ▶ To gain access to e-statements, the Customer must be a registered internet banking user. Customers without Internet Banking access or whose internet banking access has become dormant after being inactive for more than one year or who did not activate the internet banking service within one month after the Bank's advice, will be sent hard copy statements for a monthly fee of RM5 (or such other amount as allowed to be imposed by the Bank from time to time).
- c ▶ Premature partial upliftment of PowerVantage FlexiTime Deposit is allowed subject to payment of penalty interest on the uplifted amount.
- d ▶ Current Account terms and conditions shall also apply.

POWERVANTAGE WITH EASIGROW (optional for link with the POWERVANTAGE Account)

- a ▶ PowerVantage Account ("linked PVA") Customers may open a PowerVantage with EasiGrow Account ("PVE") and select a tenure of either three (3), five (5) or ten (10) years ("Selected Tenure") with a monthly Standing Instruction authorising the Bank to transfer a fixed sum (subject to a minimum of RM250) from the linked PVA to the PVE on a particular date of each calendar month ("SI Date").
- b ▶ The interest rate for the PVE is as stipulated in the Bank's Interest Rates listing which can be viewed at www.hsbc.com.my. The interest will be calculated on a daily basis and will be credited to the PVE monthly.
- c ▶ The interest rate is subject to change from time to time at the Bank's discretion.
- d ▶ No ATM card, chequing facilities and Short Message Service will be provided for the PVE.

- e ▶ Customer is entitled to set up only one (1) recurring Standing Instruction throughout the Selected Tenure of the PVE to effect the transfer of a fixed sum in accordance with Clause (a) above. No variation and/or amendment in respect to the sum, mode of payment and Selected Tenure are permitted.

Overdraft facility (if any) granted to the linked PVA will not be used to effect the Standing Instruction.

- f ▶ In addition to the Standing Instruction referred to in Clause (e) above, Customer is at liberty to directly transfer or deposit any additional sum into the PVE anytime during the Selected Tenure.
- g ▶ In regards to the Standing Instruction referred to in Clause (a) above, the Bank may at its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to the Standing Instruction referred to in Clause (a) above or any other order or cheque drawn on the linked PVA or instructions (whether written or otherwise) which the Customer have heretofore or may hereafter give to the Bank.
- h ▶ The Bank will effect the Standing Instruction from the linked PVA to the PVE on the stipulated SI Date. In the event the Bank is unable to effect the Standing Instruction on the SI Date due to insufficient funds in the linked PVA, there will be no contribution to the PVE for that month.
- i ▶ In the event the Bank is unable to effect the Standing Instruction in accordance with Clause (a) above for three (3) consecutive months, the PVE will be closed on the day prior to the next SI Date unless Customer has funded the PVE with the amount of the Standing Instruction prior to closure. Upon closure of the PVE, the balance in the PVE less any fee will be transferred to the linked PVA.
- j ▶ Customer is entitled to make only one (1) withdrawal per calendar month up to 10% of the total balance in the PVE or such other sum as may be notified by the Bank from time to time ("said Limit"). Such withdrawal can only be effected from the linked PVA. In order to effect such a withdrawal from the linked PVA, Customer must first transfer the requisite sum from the PVE to the linked PVA. Withdrawals from the linked PVA will be subject to the terms and conditions applicable to a PVA. Balances in the PVE are not available balances for payment of cheques issued under the linked PVA.

In the event Customer wishes to withdraw a sum in excess of the said Limit or makes more than one (1) withdrawal per month from the PVE, the PVE will be closed and the balance less any fee will be transferred to the linked PVA.

- k ▶ Where the PVE is prematurely closed due to any of the following events prior to the expiration of the Selected Tenure, a Premature Account Closure Fee as stipulated in the Bank's Tariff of Charges (which can be viewed at www.hsbc.com.my) will be imposed:
 - (i) The Bank is unable to effect Customer's Standing Instruction in accordance with Clauses (a) and (e) above; or
 - (ii) Customer makes more than one (1) withdrawal per calendar month; or
 - (iii) Customer makes one (1) withdrawal per calendar month but such withdrawal is in excess of 10% of the total balance of the PVE; or
 - (iv) Customer fails to set up a Standing Instruction within three (3) months from the date of opening of the PVE.

The Premature Account Closure Fee will be deducted from the PVE prior to closure of the PVE. In the event that there is insufficient fund in the PVE, Customer authorises the Bank to deduct the premature account closure fee from the linked PVA or any other credit balance held with the Bank.

- l ▶ Customer has the option to personalise the PVE with a name up to twenty eight (28) characters via Personal Internet Banking only. The personalised name of the PVE will only appear on Personal Internet Banking for Customer's ease of reference and convenience only and is not intended to constitute the PVE as a trust account. The Bank is not liable to Customer to monitor the PVE and /or if the PVE is not used for its intended purpose as reflected in the name of the account and Customer holds the Bank harmless from any claim and shall indemnify the Bank for any losses and damages arising from any such claim.
- m ▶ Upon maturity of the Selected Tenure, the PVE will be automatically closed the balance in the PVE less any fee will be automatically transferred to the linked PVA.

POWERVANTAGE PLUS PLAN

- a ▶ Only PowerVantage Account / E-Powervantage Account ("linked PVA") Customers may participate in the PowerVantage PLUS Plan ("PVA PLUS Plan"), which consists of a PowerVantage with EasiGrow PLUS Account ("EPLUS Account") and a Unit Trust Investment Account ("UT Account"). Subject to the conditions of the PVA PLUS Plan, the Customer will get to enjoy protection under the Takaful Personal Accident (PA) Certificate ("PA Coverage") from HSBC Amanah Takaful (Malaysia) Sdn. Bhd ("the Takaful Operator") for the selected tenure of the PVA PLUS Plan.

Structure of the PVA PLUS Plan

- b ▶ The Customer may select any one of the following plans as detailed in the table below. Once the Customer decides on the plan and as per the Customer's standing instructions ("SIs"), the Bank will transfer the respective portion of the total monthly contribution for the chosen plan to the Customer's EPLUS Account and the UT Account from the Customer's linked PVA. The SIs for both the EPLUS Account and the UT Account will be effected on the 8th of each calendar month ("SI date") throughout the selected tenure for the chosen plan ("Selected Tenure"). The Bank reserves the right to amend the SI date without notification.

Plan	Tenure (years)	EasiGrow PLUS Account (RM)	Unit Trust Investment Account (RM)	Total monthly contribution (RM)	Sum Covered (RM)	Period of Takaful Coverage (years)
A	3	250	250	500	18,000	3
B	3	500	500	1,000	36,000	3
C	5	250	250	500	30,000	5
D	5	500	500	1,000	60,000	5
E	5	150	150	300	18,000	5

- c ▶ For unit trust investments under the PVA PLUS Plan, a 3.5% front end fee will be deducted from the monthly unit trust contribution.
- d ▶ This PVA PLUS Plan is not available to Customers where the joint account mandate for the linked PVA Account is for both to sign.
- e ▶ No variation and/or amendment in respect to the total monthly contribution, SI date, mode of payment, Selected Tenure, period of Takaful Coverage and switching or transfer of unit trust funds purchased under the PVA PLUS Plan are permitted.

Benefits of the PVA PLUS Plan

- f ▶ As long as the EPLUS Account and the UT Account under the PVA PLUS Plan are held to maturity and are in good standing, the Customer will enjoy free PA Coverage purchased by the Bank which is effective throughout the Selected Tenure.
- g ▶ In a joint account situation, only one of the joint accountholder is entitled to enjoy the free PA Coverage. In this regard, the joint accountholders will have to specify in the PVA PLUS Plan account opening form, the joint accountholder who will be covered under the PA Coverage ("Covered Participant"). For the free PA Coverage:
 - (i) the Customer/Covered Participant is bound by the terms and conditions as specified in the Takaful Personal Accident Certificate issued by the Takaful Operator; and
 - (ii) the effective tenure for the PA Coverage is as stated in the Takaful Personal Accident Certificate.
- h ▶ Premature closure or redemption of either the EPLUS Account or UT Account during the Selected Tenure allows the Bank to discontinue the benefit listed above with immediate effect.

Standing Instructions

- i ▶ Notwithstanding that the SIs will be effected on the 8th of each calendar month, the Bank reserves the right, without giving the Customer prior notice, to change the SI date in any circumstances the Bank deems necessary including but not limited to the SI date falling on a weekend, public holiday or a day where it is a non business day in Kuala Lumpur.
- j ▶ In the event that either the EPLUS Account or the UT account is closed/redeemed ("the Affected Account") or Standing Instruction for either the EPLUS Account or UT Account is cancelled, the SI for the Affected Account will automatically cease. Customer may continue the SI for the remaining account.
- k ▶ For all SIs tagged to the linked PVA, the Bank may at its absolute discretion, conclusively determine the order and priority of payment of any monies for such SIs.
- l ▶ If there is insufficient fund in the linked PVA to effect both the respective SIs for EPLUS Account and the UT Account under the PVA PLUS Plan, priority will be given to the SI for the UT Account.

Easigrow PLUS Account

- m ▶ The Specific Terms & Conditions for PowerVantage with Easigrow applies subject to the terms and conditions herein and except for the following variations:
 - (i) In addition to the monthly SIs for the PVA PLUS Plan, the Customer is at liberty to directly transfer or deposit any additional sum into the EPLUS Account anytime during the Selected Tenure of the PVA PLUS Plan.
 - (ii) In the event the Bank is unable to effect the SI on the SI date due to insufficient funds in the linked PVA, there will be no contribution to the EPLUS Account for that month. In the event the Bank is unable to effect the SI for three (3) consecutive months, due to insufficient funds, the EPLUS Account will be closed on the day prior to the fourth SI date unless the Customer has funded the EPLUS Account with the amount of the SI prior to closure. Upon closure of the EPLUS Account, the balance in the EPLUS Account less any fee will be transferred to the linked PVA.
 - (iii) Customer is entitled to make only one (1) withdrawal per calendar month of up to 50% of the total balances in the EPLUS Account or such other sum as may be notified by the Bank from time to time ("said Limit"). Such withdrawal can only be effected from the linked PVA. In order to effect such a withdrawal from the linked PVA, Customer must first transfer the

requisite sum from the EPLUS Account to the linked PVA. Withdrawals from the linked PVA will be subject to the terms and conditions applicable to the linked PVA. Balances in the EPLUS Account are not available balances for payment of cheques issued under the linked PVA.

(iv) Where the EPLUS Account is prematurely closed due to any of the following events prior to the expiration of the Selected Tenure, a Premature Account Closure Fee as stipulated in the Bank's Tariff of Charges (which can be viewed at www.hsbc.com.my) will be imposed:

- Customer makes more than one (1) withdrawal per calendar month.
- Customer makes one (1) withdrawal per calendar month but such withdrawal is in excess of 50% of the total balance of the EPLUS Account.
- Customer fails to set up a Standing Instruction within three (3) months from the date of opening of the EPLUS Account.
- The Bank is unable to effect the Customer's SI for three (3) consecutive months as stated in clause (m)(ii) above.

Unit Trust Account - Investment Services

n ▶ The existing Specific Terms and Conditions for Investment Services applies subject to the terms and conditions herein and except for the following variations:

- (i) HSBC has full discretion to decide the number and types of fund offered under PVA PLUS Plan at any time.
- (ii) In the event the Bank is unable to effect the SI on the SI date due to insufficient funds in the linked PVA, there will be no contribution to the UT Account for that month. In the event the Bank is unable to effect the SI for three (3) consecutive months, due to insufficient funds, the SI for the UT account will be immediately terminated.
- (iii) Upon maturity of the PVA PLUS Plan, the unit trust funds purchased under the PVA PLUS Plan will remain in the Customer's UT Account whereby the Specific Terms and Conditions for Investment Services will apply.

o ▶ In the event of any inconsistency, the terms and conditions shall prevail in the following order:

- (i) the Specific Terms & Conditions for PVA PLUS Plan;
- (ii) the Specific Terms & Condition for Personal Financial Services and the Specific Terms & Conditions for Investment Services;
- (iii) Generic Terms & Conditions.

p ▶ Operation of the PVA PLUS Plan in the following situations:

(1) If held to maturity:

- (i) the SIs for both the EPLUS Account and the UT Account will lapse;
- (ii) the EPLUS Account will be automatically closed and the balance in the EPLUS Account less any fee will be automatically transferred to the linked PVA;
- (iii) the UT Account will remain and the Customer can redeem the unit trust funds that are purchased under the PVA PLUS Plan as and when the Customer deems appropriate;
- (iv) the PA Coverage will lapse.

- (2) If the EPLUS Account or the UT Account within the PVA PLUS Plan is prematurely closed or redeemed or the SI for either the EPLUS Account or the UT Account is cancelled:
- (i) the SI for the Affected Account will be terminated. The SI for the remaining account will continue until the maturity of the Selected Tenure;
 - (ii) the PA Coverage will lapse.
- (3) If PA Coverage for the PVA PLUS Plan is called upon during the Selected Tenure:
- Sole account situation:
 - (i) If death occurs, the benefits payable under the PA Coverage for a Covered Participant will be paid to the Covered Participant's Personal Representative (this include persons such as the Covered Participant's appointed executor, administrator or trustee). The EPLUS Account and UT Account will be dealt with in accordance to the Bank's normal procedure in such situation.
 - (ii) If injuries covered under the PA Coverage (other than death) are sustained, the benefits payable under the PA Coverage will be paid to the Customer/Covered Participant. The PVA PLUS Plan will continue until maturity of the Selected Tenure without the PA coverage.
 - Joint account situation:
 - (i) If the Covered Participant named in the Takaful Personal Accident Certificate passes away, the benefits payable under the PA Coverage will be paid to the Covered Participant's Personal Representative (this include persons such as the Covered Participant's appointed executor, administrator or trustee). The EPLUS Account and UT Account will be dealt with in accordance to the Bank's normal procedure in such situation.
 - (ii) If the joint accountholder who is not provided the PA coverage passes away, the PVA PLUS Plan and PA Coverage will continue until maturity of the Selected Tenure.
 - (iii) If injuries covered under the PA Coverage (other than death) are sustained by the Covered Participant who is named in the Takaful Personal Accident Certificate, the benefits payable under the PA Coverage will be paid to the Customer/Covered Participant. The PVA PLUS Plan will continue until maturity of the Selected Tenure without PA Coverage.

TOPRATE STATEMENT SAVINGS

- a ▶ Account statements shall be sent on a quarterly basis.
- b ▶ Interest accruing shall be calculated on a daily basis, on the balance at the end of each day at a rate to be determined by the Bank from time to time. Interest earned (to the nearest sen) will be credited to the account in June and December of each calendar year. Interest is paid on accounts closed during an interest period up to the last completed day.

TOPRATE PASSBOOK SAVINGS/ JUNIOR TOPRATE SAVINGS

- a ▶ All terms and conditions appearing in the respective passbooks shall form part of these Specific Terms & Conditions.
- b ▶ Interest accruing shall be calculated on a daily basis, on the balance at the end of each day at a rate to be determined by the Bank from time to time. Interest earned (to the nearest sen) will be credited to the account in June and December of each calendar year. Interest is paid on accounts closed during an interest period up to the last completed day.
- c ▶ For Junior TopRate Savings, the minimum interest as prescribed by Bank Negara Malaysia (BNM) shall apply and there is a limit of 1 withdrawal per month only.

- d ▶ For Junior TopRate Savings, Customer(s) agrees to attend in person with the beneficiary at the Bank to convert the Junior TopRate Savings Account to TopRate Statement / TopRate Passbook (whichever is applicable) Savings Account upon the beneficiary attaining the age of 18, failing which the Customer(s) authorises the Bank to convert the same into TopRate Savings held in trust for the beneficiary.

BASIC SAVINGS ACCOUNT

- a ▶ Interest accruing shall be calculated on a daily basis, on the balance at the end of each day at a rate to be determined by the Bank from time to time. Interest earned (to the nearest sen) will be credited to the account in June and December of each calendar year. Interest is paid on accounts closed during an interest period up to the last completed day.
- b ▶ Statements will be generated but not sent to Customers. However, upon request, quarterly statements or at such other intervals determined by the Bank from time to time, may be made available to the Customer at a fee to be determined by the Bank.
- c ▶ A minimum of RM20 (or such other minimum amount as may be specified by the Bank and/or the relevant regulatory authorities) is required to maintain in the account at all times. The Bank reserves the right to impose fees or charges on the account if this minimum balance is not maintained.

BASIC SAVINGS ACCOUNT (applicable to accounts opened from 1 September 2009 onwards)

- a ▶ Interest accruing shall be calculated on a daily basis, on the balance at the end of each day at a rate to be determined by the Bank from time to time. Interest earned (to the nearest sen) will be credited to the account in June and December of each calendar year. If the account is closed, the interest accruing to the account will be calculated up to the last completed day before its closure.
- b ▶ Account statements in hard copy form shall be sent on a quarterly basis to the Customer. If the Customer is a registered internet banking user, the Customer may elect to receive the account statements in e-statement form which will be made available for download on a quarterly basis. Should the customer elect to receive the account statements in e-statement form, the Bank will cease sending of the account statements in hard copy form to the Customer effective from the date such election is made by the Customer.
- c ▶ A minimum balance of RM 20 (or such other minimum amount as may be specified by the Bank and/or the relevant regulatory authorities) is required to be maintained in the account at all times. The Bank reserves the right to impose fees or charges on the account if this minimum balance is not maintained.

CURRENT ACCOUNT

- a ▶ The Customer agrees not to affix any notations, appearing on the face of cheque(s) issued (including but not limited to cheque limits, alterations and validity periods). If such notations are made on any cheque(s) issued, the Bank will be entitled to disregard the notation and will be discharged from all liabilities for doing so.
- b ▶ The Customer acknowledges the need to exercise care when drawing cheques and agrees not to draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable or facilitates fraud.

The Customer agrees that cheques shall be written/ printed in non-erasable ink only and not written or printed with erasable ballpoint pens, pencils, electronic typewriter or any other instruments which may give rise to forgery, frauds or other unauthorised alterations. The cheque book shall be

kept under secure (preferably locked) and sole control and use of the Customer at all times, failing which no liability shall attach to the Bank. The Customer shall not leave cheques, whether signed or unsigned, unattended. The Customer shall not pre-sign any cheques and shall ensure that spoiled cheques are destroyed completely.

- c ▶ Stop Payment: The stop payment may only be implemented if the cheque(s) have not been presented for payment. Once implemented, such stop payment shall be binding on the Customer. A "Stop Payment" stamp will be placed on the face of the cheque and no re-representation of the said cheque will be possible. Handling charges for stop payment as well as requests for interim statements are applicable. When a payment-stopped cheque is returned at a time when the account has insufficient funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- d ▶ The Customer agrees to check his receipt of the correct number of cheque books, cheque leaves applied for as well as the account details printed thereon and read and comply with all conditions set out in the inside covers of cheque books, failing which no liability for loss/ damage shall attach to the Bank.
- c ▶ The Customer agrees not to draw cheques when there is insufficient funds in the Customer's account(s) at the time of issuing the cheque. Should the Bank return a cheque for reasons of insufficient or uncleared funds, the Bank shall impose a penalty charge as determined by the Bank and debit the Customer's account.
- f ▶ No alterations whatsoever shall be made on cheque(s). The Bank reserves the right to dishonour and return cheque(s) which in the Bank's sole opinion, bears any form of alteration (whether countersigned by the Customer, the authorised signatory or otherwise).
- g ▶ The Customer confirms not to have been reported by any bank to the credit bureau established by Bank Negara Malaysia pursuant to Section 30(1)(mmm) of the Central Bank of Malaysia Act 1958 and the Bank shall have the right to close any accounts at any time, should the Customer be reported to the said credit bureau.

BASIC CURRENT ACCOUNT

- a ▶ A statement of account shall be issued containing information relating to account(s) held in the Customer's name at the Bank and sent to the Customer on a monthly basis or such other permitted intervals determined by the Bank.
- b ▶ Overdraft facility will not be allowed under this account. In the event of an unauthorised overdraft, the Bank shall be entitled to debit the Customer's account with interest at the prevailing unauthorised overdraft rate (which is subject to fluctuations from time to time) on the amount overdrawn or a minimum of RM50 (or such other minimum amount as allowed to be imposed by the Bank from time to time).
- c ▶ The Bank reserves the right to refuse payment of withdrawal instruction or cheque encashment (through issuance of a cheque to a third party) from the Customer's account, to a third party whether authorised or purportedly authorised by the Customer at the branch of account.
- d ▶ The Current Account terms and condition shall also apply.

BASIC CURRENT ACCOUNT (applicable to accounts opened from 1 September 2009 onwards)

- a ▶ A statement of account in hard copy form shall be issued containing information relating to this account and sent to the Customer on a monthly basis or such other permitted intervals determined by the Bank. If the Customer is a registered internet banking user, the Customer may elect to receive the account statements in e-statement form which will be made available for download on a monthly basis. Should the Customer elect to receive the account statements in e-statement form, the Bank will cease sending of the account statements in hard copy form to the Customer effective from the date such election is made by the Customer.

- b ▶ Overdraft facility will not be allowed under this account. In the event of an unauthorized overdraft, the Bank shall be entitled, at its absolute discretion, to debit any other account of the Customer with the Bank for the overdrawn amount together with any interest at the prevailing unauthorized overdraft rate (which is subject to fluctuations from time to time) on the overdrawn amount or a minimum of RM50 (or such other minimum amount as allowed to be imposed by the Bank from time to time) that may be incurred without further notice to the Customer.
- c ▶ The Bank reserves the right to refuse payment of withdrawal instruction or cheque encashment (through issuance of a cheque to a third party) from the Customer's account, to a third party whether authorised or purportedly authorised by the Customer at the branch of account.
- d ▶ If the account is closed within the first three (3) months of its opening, a fee for such closure as stipulated in the Bank's Tariff and Charges (which can be viewed at www.hsbc.com.my) will be imposed.
- e ▶ The Current Account terms and conditions shall also apply.

TIME DEPOSIT ACCOUNT

- a ▶ Monies deposited will be paid simple interest, unless otherwise indicated in writing by the Bank.
- b ▶ Time deposits that are withdrawn before maturity will only receive partial interest provided the deposit has been placed in the Bank for more than three (3) months. Penalty rate applicable for premature upliftment is half of the contracted interest rate and the prevailing Association of Banks in Malaysia (ABM) Rules shall apply.
- c ▶ Unless prior written instruction is received by the Bank from the Customer or the legal personal representatives (executor(s) / administrator(s) or equivalent), the Bank will automatically renew the deposit plus accrued interest for the same period on maturity date. Notwithstanding any instructions given, the Customer retains the right to amend the Customer's instructions before/on maturity date of the deposits.
- d ▶ The Customer understands and agrees that should the maturity date fall on the Bank's non-working day, the maturity date will be automatically adjusted to the next working day.
- e ▶ The validity and availability of any funds deposited in the Time Deposit account by way of a cheque(s) is subject to the clearance of the said cheque(s).

COMBINATIONS ACCOUNT

No cross branch transactions are allowed on foreign currency accounts.

FOREIGN CURRENCY CURRENT ACCOUNT

- a ▶ A Foreign Currency Current Account may be opened with a minimum initial deposit as determined by the Bank.
- b ▶ No cheque book will be issued. The Customer should examine the debit / credit transaction advice in the case of withdrawals/deposits at the counter to ensure that an appropriate entry has been made, failing which no liability will attach to the Bank.
- c ▶ Interest is not paid on Foreign Currency Current Account credit balances.
- d ▶ All cheques and other monetary instruments accepted for deposit are credited subject to payment. The Bank reserves the right to charge the Customer's account with items which are subsequently returned unpaid.

- e ▶ The Customer agrees that a Foreign Currency Current Account cannot be overdrawn.
- f ▶ The Customer agrees that the Customer cannot deposit/withdraw foreign currency cash into/from the Customer's account except with the prior written consent and at the sole discretion of the Bank. The Customer also agrees that foreign currency deposits other than USD, GBP, HKD, SGD and Euro will receive value two (2) working days after the date of deposit. The amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise without the prior written consent of the Bank.
- g ▶ The Bank shall have the right to pay the Customer any amount withdrawn in foreign currency (apart from cash withdrawals) subject to Exchange Control Regulations, as may be amended from time to time.
- h ▶ The Customer agrees that the Bank may debit the Foreign Currency account in the event the amount deposited exceeds the prescribed limit (if any) under the Exchange Control Regulations. Such excess will be converted into Ringgit at the Bank's prevailing spot buying rate and shall be credited to the Customer's Ringgit account or where the Customer does not maintain a Ringgit account with the Bank, shall be paid, retained and/or processed by the Bank in the manner it deems fit.

FOREIGN CURRENCY STATEMENT SAVING ACCOUNT (FCY SAV) / FOREIGN CURRENCY TIME DEPOSIT ACCOUNT (FCYTMD)

- a ▶ A Foreign Currency Savings Account (FCY SAV) / Foreign Currency Time Deposit Account (FCYTMD) may be opened with a minimum initial deposit as determined by the Bank. If the FCY SAV is closed within six (6) months of its opening, a minimum charge as determined by the Bank may be levied.
- b ▶ The Customer agrees that the Customer cannot deposit/withdraw foreign currency cash into/from the Customer's account except with the prior written consent and at the sole discretion of the Bank. The Customer also agrees that foreign currency deposits other than USD, GBP, HKD, SGD and Euro will receive value two (2) working days after the date of deposit. The amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise without the prior written consent of the Bank.
- c ▶ FCY SAV: Interest is calculated on a daily basis at a rate to be determined by the Bank from time to time.
- d ▶ FCY SAV: The Bank shall have the right to pay the Customer any amount withdrawn in foreign currency (apart from cash withdrawals) subject to Exchange Control Regulations, as may be amended from time to time.
- e ▶ FCY SAV: The Customer agrees that the Bank may debit the Foreign Currency account in the event the amount deposited exceeds the prescribed limit (if any) under the Exchange Control Regulations. Such excess will be converted into Ringgit at the Bank's prevailing spot buying rate and shall be credited to the Customer's Ringgit account or where the Customer does not maintain a Ringgit account with the Bank, shall be paid, retained and/or processed by the Bank in the manner it deems fit.
- f ▶ FCYTMD: Monies deposited in FCYTMD will be paid simple interest payable at maturity subject to the Association of Banks in Malaysia (ABM) Rules.
- g ▶ FCYTMD : Subject to the ABM Rules, premature upliftments of deposits may not be allowed and if exceptionally allowed, no interest will be paid for the completed period. The total replacement costs, penalty charge and any loss calculated at prevailing market interest rates will be borne by the Customer.

- h ▶ FCY TMD: Written disposal instructions on any foreign currency deposits other than USD, GBP, HKD, SGD and Euro must be received two (2) working days before maturity date, failing which the deposit (plus any accrued interest/ less interim interest whichever is applicable) will be automatically renewed for a similar period.

FOREIGN CURRENCY CALL DEPOSITS ACCOUNTS

- a ▶ A Foreign Currency Call Deposit Account may be opened with a minimum deposit as determined by the Bank from time to time.
- b ▶ Unless otherwise agreed with the Bank, the Customer agrees that monies deposited will be paid simple interest calculated on a daily basis and payable upon upliftment subject always to the ABM Rules and those of any other relevant authority.
- c ▶ All cheques and other monetary instruments accepted for deposit are credited subject to payment. The Bank reserves the right to charge the Customer's account with items which are subsequently returned unpaid.
- d ▶ The Customer agrees that the Customer cannot deposit/withdraw foreign currency cash into/from the Customer's account except with the prior written consent and at the sole discretion of the Bank. The Customer also agrees that foreign currency deposits other than USD, GBP, HKD, SGD and Euro will receive value two (2) working days after the date of deposit. The amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise without the prior written consent of the Bank.
- e ▶ Customers are advised that for their convenience, they are to provide disposal instructions for their Call Deposits, as all deposits are subject to the Unclaimed Moneys Act 1965. Unless prior written notice is received by the Bank, the Bank will automatically renew the deposit excluding accrued interest.
- f ▶ The Bank shall have the right to pay the Customer any amount withdrawn in foreign currency (apart from cash withdrawals) subject to Exchange Control Regulations, as may be amended from time to time.
- g ▶ The Customer agrees that the Bank may debit the Foreign Currency account in the event the amount deposited exceeds the prescribed limit (if any) under the Exchange Control Regulations. Such excess will be converted into Ringgit at the Bank's prevailing spot buying rate and shall be credited to the Customer's Ringgit account or where the Customer does not maintain a Ringgit account with the Bank, shall be paid, retained and/or processed by the Bank in the manner it deems fit.
- h ▶ Written disposal instructions on any foreign currency deposits other than USD, GBP, HKD, SGD and Euro must be received two (2) working days before maturity date, failing which the deposit (plus any accrued interest/ less interim interest whichever is applicable) will be automatically renewed for a similar period.

HEXAGOLD

- a ▶ "Sweep facility" herein means the transfer of any amount from the Hexagold Account to a Current Account designated by the Customer in the application form for the purposes of meeting payments drawn on the Current Account.
- b ▶ Interest accruing shall be calculated on a daily basis, on the balance at the end of each day at a rate to be determined by the Bank from time to time. Interest earned (to the nearest sen) will be credited to the account in June and December of each calendar year. Interest is paid on accounts closed during an interest period up to the last completed day.

- c ▶ Subject to there being cleared and available funds in the Hexagold Account and if so elected by the Customer, the Bank will maintain an automatic sweep facility on the Customer's Hexagold Account.
- d ▶ Where the Customer has been granted a credit facility, the Customer cannot exceed this limit set by the Bank from time to time, with interest calculated on daily rests at the Bank's prevailing rate for such facilities. Such interest will be payable by the Customer and debited to the Hexagold Account or any other account standing in credit in the name of the Customer.

GENERAL

In the event of any inconsistency between the English version of these Specific Terms & Conditions and that translated into Bahasa Malaysia or any other language, the English version of these Specific Terms & Conditions shall prevail. Subject to there being cleared and available funds in the Hexagold Account and if so elected by the Customer, the Bank will maintain an automatic sweep facility on the Customer's Hexagold Account.