SPECIFIC TERMS & CONDITIONS
FOR PERSONAL FINANCIAL SERVICES
(April 2010 Edition)

EFFECTIVE DATE :

- 17 April 2010 for new customers of HSBC.
- 24 April 2010 for existing customers of HSBC as at 17 April 2010.

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") and should be read together with the Generic Terms & Conditions. 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.

Issued by HSBC Bank Malaysia Berhad (Company No. 127776-V)

SPECIFIC TERMS & CONDITIONS FOR PERSONAL FINANCIAL SERVICES

CLAUSE HEADINGS ARE NOT TO AFFECT THE INTERPRETATION OF THE CLAUSES.

ACCOUNTS

1 ▸ POWERVANTAGE

a ▸ The Cheque Protection facility (by way of cheque issuance of up to RM200, if granted);

- is an overnight excess allowed by the Bank;
- must be regularised by the end of the next banking day;
- is subject to the Bank's customary overriding right of repayment on demand; and
- may be withdrawn without notice in the event of unsatisfactory conduct of account which includes cheque returns or failure to regularise excesses as required above.

The Customer accordingly holds the Bank free from all liability and agrees to indemnify the Bank against any actions, legal proceedings, claims and/or demands, cost, losses and expenses that may arise in connection with such withdrawal. If the facility is withdrawn, all outstanding shall be charged at the prevailing unauthorised overdraft rate as determined by the Bank.

b ▸ A consolidated monthly account statement shall be issued to the Customer and:

- sent in hard copy; or
- made available in electronic format for download; and
- shall consist of information on accounts held in the Customer's name at the Bank or third party products / services / investments marketed by the Bank.

c ▸ Premature partial upliftment of PowerVantage FlexiTime Deposit is allowed subject to payment of penalty interest on the uplifted amount.

d ▸ The terms and conditions for Current Account shall also apply.

2 ▸ POWERVANTAGE E-CHEQUEING

a ▸ A consolidated monthly account statement shall:

- be made available in electronic format for download to the Customer; and
- consist of information on accounts held in the Customer's name at the Bank or third party products / services / investments marketed by the Bank ("**E-Statement**").

b ▸ To gain access to E-Statements, the Customer must be a registered Personal Internet Banking ("**PIB**") user. The Customer:

- who is without PIB service; or
- whose PIB service has become dormant after being inactive for more than one (1) year; or
- who did not activate the PIB within one month after the Bank's advice;

will be sent hard copy statements and charged a monthly fee as stated for the time being in the Bank's Tariff and Charges on the Bank's website at www.hsbc.com.my.

c ▸ Premature partial upliftment of PowerVantage FlexiTime Deposit is allowed subject to payment of penalty interest on the uplifted amount.

d ▸ The terms and conditions for Current Account shall also apply.

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

a PowerVantage Account ("**PVA**") customers may open a PowerVantage with EasiGrow Account ("**PVE**") and:

- select a time period of three (3), five (5) or ten (10) years ("**Selected Tenure**"); and
- set up a monthly Standing Instruction ("**SI**") authorising the Bank to transfer a fixed sum subject to a minimum amount of RM250 from the PVA to the PVE on a specific date every month throughout the Selected Tenure ("**SI Date**").

The Customer is only required to set up one SI for each PVE.

b Interest will be calculated on a daily basis and credited to the PVE monthly.

c No ATM card, chequeing facilities and Short Message Service will be provided for the PVE.

d In accordance with paragraph 3(a) above, the Customer may only set up one (1) SI throughout the Selected Tenure of the PVE. No variation or amendment may be made to the sum, mode of payment and Selected Tenure.

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

e In addition to the SI to be effected every month, the Customer may directly transfer or deposit any additional sum into the PVE at anytime during the Selected Tenure.

f The Customer agrees that the Bank will execute the SI every month on the SI Date. There will be no contribution to the PVE for that month if the Bank cannot execute the SI due to insufficient funds in the PVA.

g If the Bank is unable to execute the SI for three (3) consecutive months, the PVE shall be closed on the day before the next SI is to be effected unless the Customer has funded the PVA with the total amount of the SI which were not earlier effected, for such to be effected to the PVE. On closure of the PVE, the balance in the PVE less any applicable fees shall be transferred to the PVA.

h (i) The Customer agrees that for withdrawals from PVE:

- Only one (1) withdrawal is allowed 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 (the "**Limit**");
- it can only be effected from the PVA and the Customer must first transfer the requisite sum from the PVE to the PVA; and
- it will be subject to the terms and conditions applicable to PVA.

(ii) In the event the Customer wishes to withdraw in excess of the 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 PVA.

(iii) Credit balances in the PVE are not available for payment of cheques issued under the PVA.

i The Customer agrees that a Premature Account Closure Fee as stipulated for the time being in the Bank's Tariff and Charges (which can be viewed at www.hsbc.com.my) will be deducted from the PVE if it is prematurely closed prior to the expiration of the Selected Tenure due to:

- the Bank's inability to execute the SI within 3 months in accordance with paragraphs 3(a) and 3(d) above; or

- the Customer failing to set up an SI within three (3) months from the date of opening of the PVE; or
- the Customer makes more than one (1) withdrawal per calendar month; or
- the Customer withdraws an amount in excess of 10% of the total balance of the PVE or such other sum as may be notified by the Bank from time to time.

If there are insufficient funds in the PVE, the Customer authorises the Bank to deduct the Premature Account Closure Fee from the PVA or any other credit balance held with the Bank.

j The Customer can personalise the PVE with a name of up to twenty eight (28) characters via Personal Internet Banking ("**PIB**"). The personalised name of the PVE will appear on PIB for the Customer's reference only and is not intended to constitute the PVE as a trust account. The Customer agrees that the Bank is not responsible to monitor that the PVE is used for its intended purpose (if it is reflected in the name of the account) and the Customer holds the Bank harmless from any claim and shall indemnify the Bank for any losses and damages arising from any such claim.

k At the end of the Selected Tenure:
- the PVE will automatically be closed; and
- the credit balance less any fee will be transferred to the Linked PVA.

4 POWERVANTAGE PLUS PLAN

a PowerVantage Account/E-PowerVantage Account ("**PVA**") Customers may participate in the PowerVantage PLUS Plan ("**PVA PLUS Plan**"), which consists of:
(i) PowerVantage with EasiGrow PLUS Account ("**EPLUS Account**") and
(ii) Unit Trust Investment Account ("**UT Account**").

The Customer will enjoy free coverage under the Takaful Personal Accident (PA) Certificate ("**PA Coverage**") underwritten by HSBC Amanah Takaful (Malaysia) Sdn Bhd ("**the Takaful Operator**") during the selected tenure of the PVA Plus Plan subject to the terms and conditions herein and as provided in the Takaful certificate issued by the Takaful Operator.

b The Customer may select any one of the plans listed in the table below. Once selected, the Bank will transfer the respective portion of the total monthly contribution according to the Customer's Standing Instructions ("**SI**") from the Customer's PVA to the Customer's EPLUS Account and the UT Account.
The SI will be effected on the 8th of each calendar month ("**SI Date**") throughout the tenure of the selected plan ("**Selected Tenure**"). The Bank has the right to change the SI Date.

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

If there are insufficient funds in the PVA to effect both the SI for EPLUS Account and UT Account under the PVA PLUS Plan, priority will be given to the SI for the UT Account.

c ▸ The Customer agrees that for unit trust investments, a front end fee as stated for the time being in the Bank's Tariff and Charges on the Bank's website at www.hsbc.com.my will be deducted from the monthly unit trust contribution and the balance will be invested in the UT Account in accordance to paragraph 4(b) above.

d ▸ The PVA PLUS Plan is only available to:
- sole PVA Customers; and
- joint PVA Customers whose mandate is either one to sign.

e ▸ The Customer agrees that no variation may be made to the:
- total monthly contribution;
- SI Date;
- mode of payment;
- Selected Tenure;
- period of Takaful Coverage; and
- switching or transfer of unit trust funds.

f ▸ The PA Coverage will terminate upon premature closure of the EPLUS Account or redemption of the UT Account prior to the expiry of the Selected Tenure.

g ▸ For joint accounts, only one of the joint accountholders (as nominated in the account opening form) may enjoy the free PA Coverage.

h ▸ Standing Instructions ("SI")

(i) The Bank has the right to change the SI Date if the SI Date falls on a weekend, public holiday or a day where it is a non banking day in Kuala Lumpur.

(ii) If the EPLUS Account or the UT account are closed/redeemed ("**the Affected Account**") or the SI for either the EPLUS Account or UT Account is/are cancelled, the SI for the Affected Account will automatically cease. The Customer may continue the SI for the remaining account.

i ▸ **EASIGROW PLUS ACCOUNT**

The existing Specific Terms & Conditions for PowerVantage with EasiGrow applies except for the following variations:

(i) In addition to the SI to be effected every month for the PVA PLUS Plan, the Customer may directly transfer or deposit any additional sum into the EPLUS Account at anytime during the Selected Tenure of the PVA PLUS Plan.

(ii) If the Bank is unable to effect the SI for three (3) consecutive months, the EPLUS Account will be closed on the day before the next SI is to be effected unless the Customer has funded the PVA with the total amounts due under the SI which were not effected, for such to be effected to the EPLUS Account.. On closure of the EPLUS Account, the balance in the EPLUS Account less any fee shall be transferred to the PVA.

(iii) The Customer agrees that for withdrawals from EPLUS Account:
- Only one (1) withdrawal is allowed per calendar month up to 50% of the total balance in the PVE or such other sum as may be notified by the Bank from time to time (the "**Limit**");
- it can only be effected from the PVA and the Customer must first transfer the requisite sum from the EPLUS Account to the PVA; and
- it will be subject to the terms and conditions applicable to the PVA.

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

Credit balances in the PVE are not available for payment of cheques issued under the PVA.

(iv) The Customer agrees that a Premature Account Closure Fee as stipulated for the time being in the Bank's Tariff and Charges (which can be viewed at www.hsbc.com.my) will be imposed if it is prematurely closed prior to the expiration of the Selected Tenure due to:

- the Bank's inability to execute the SI within 3 months in accordance with paragraph 4(i)(ii) above; or
- the Customer failing to set up an SI within three (3) months from the date of opening of the EPLUS Account; or
- the Customer makes more than one (1) withdrawal per calendar month; or
- the Customer withdraws an amount in excess of 10% of the total balance of the EPLUS Account or such other sum as may be notified by the Bank from time to time.

j **UNIT TRUST ACCOUNT - INVESTMENT SERVICES**

The existing Terms and Conditions Governing Investment Services applies except for the following variations:

(i) The Bank has absolute discretion to decide the number and type of funds offered under PVA PLUS Plan at any time.

(ii) If the Bank is unable to effect the SI:

- on the SI Date due to insufficient funds in the PVA, there will be no contribution to the UT Account for that month; and
- for three (3) consecutive months due to insufficient funds in the PVA, 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 Terms and Conditions Governing Investment Services will apply.

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

(i) the portion of the Specific Terms & Conditions for Personal Financial Services on the PVA PLUS Plan;
(ii) the remaining portion of the Specific Terms & Condition for Personal Financial Services;
(iii) the Terms and Conditions Governing Investment Services; and
(iii) Generic Terms and Conditions (applicable to all accounts).

l The PVA PLUS Plan shall operate as follows:

(i) If held to maturity:

- the SI for both the EPLUS Account and the UT Account will lapse;
- the EPLUS Account will be automatically closed and the balance in the EPLUS Account less any fee will be automatically transferred to the PVA;
- 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 required by the Customer; and

- the PA Coverage will lapse.

(ii) 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, then:
- the SI for the Affected Account will be terminated. The SI for the remaining account will continue until the maturity of the Selected Tenure;
- the PA Coverage will lapse.

(iii) If there is any PA Coverage claim under PVA PLUS Plan and benefits are paid by the Takaful Operator under the terms and conditions of the PA Coverage for sole and joint Accounts, then the PA Coverage for such PVA PLUS Plan will no longer apply for the rest of the Selected Tenure.

5 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; and
- credited to the account every June and December, to the nearest sen.

If the account is closed, the interest accruing to the account will be calculated up to the last completed day before its closure.

6 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 The Customer agrees that it is the Customer's responsibility to keep the passbook secure and under its sole control at all times, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer.

If the passbook is lost, the Customer must:
- notify the Bank immediately; and
- complete and sign the Bank's standard indemnity letter;

before a new passbook can be issued and the Customer agrees that a fee for issuance of a new passbook as stated for the time being in the Bank's Tariff and Charges which can be viewed at www.hsbc.com.my shall be imposed.

c 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; and
- credited to the account every June and December, to the nearest sen.

If the account is closed, the interest accruing to the account will be calculated up to the last completed day before its closure.

d For the Junior TopRate Savings Account:
- the minimum interest as prescribed by Bank Negara Malaysia (BNM) shall apply;
- there is a limit of 1 withdrawal per month only; and
- the Customer agrees to attend at the Bank in person with the beneficiary to convert the Junior TopRate Savings Account into Basic Savings Account when the beneficiary

attains the age of 18, otherwise the Customer authorises the Bank to proceed with such conversion.

7 ▸ 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; and
- credited to the account every June and December, to the nearest sen.

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 will be generated but not sent to the Customer. 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 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.

8 ▸ 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; and
- credited to the account every June and December, to the nearest sen.

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 issued and sent to the Customer on a quarterly basis. If the Customer is a registered Personal Internet Banking user, the Customer may log in and elect to receive the account statements in electronic format (e-statement) in lieu of hard copy account statements which will be made available for download on a quarterly basis.

c ▸ A minimum balance of RM20 (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.

9 ▸ CURRENT ACCOUNT

a ▸ The Customer confirms that the Customer has not been reported by any bank to the credit bureau set up by Bank Negara Malaysia, and acknowledges that the Bank has the right to close the account if the Customer is so reported.

b ▸ The Customer agrees to check upon receipt, that:-

- the Customer has received the correct number of cheque books;
- each cheque book has the correct number of cheque leaves;
- account details printed are correct; and
- to read and carry out all the instructions set out in the inside covers of cheque book,

and if the Customer fails to do any of it, the Bank shall not be liable for any loss suffered by the Customer.

c The Customer agrees that it is the Customer's responsibility to keep the cheque book secure (preferably locked) and under its sole control at all times, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer.

The Customer agrees not to write cheques in a way which may allow the cheque to be tampered with or facilitates fraud, and to take precautionary measures such as, but not limited to:-

- using only non-erasable ink (not erasable ballpoint pens, pencils, electronic typewriter or any other instruments);.
- not leaving signed or unsigned cheques unattended;
- not pre-signingcheques in blank; and
- destroying completely spoilt cheques.

d The Customer agrees:-

- not to write any notations on the face of a cheque, and if any are written, the Bank has the right to ignore the notations without being liable to the Customer; and
- not to make any changes on a cheque, and the Bank has the right to dishonour and return a cheque which the Bank views as having any changes, even if countersigned by the authorised signatories.

e The Customer agrees not to issue cheques when there are insufficient funds in the account. Penalty charges for returned cheques due to insufficient funds will be charged and debited to the account.

f The Customer acknowledges that a stop payment instruction may only be carried out if the cheque has not been presented for payment, and once carried out, cannot be reversed and:-

- the words "stop payment" will be stamped on the cheque;
- re-presentation of the cheque is not allowed; and
- handling fees and penalty charges (if the account has insufficient funds for the cheque) will be charged and debited to the account.

10 BASIC CURRENT ACCOUNT

a An account statement 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 Overdrawing is not allowed under the account. In the event of an unauthorised overdrawing, the Bank shall be entitled to debit the account or any other account of the Customer with the Bank for the amount overdrawn with interest at the prevailing unauthorised overdraft rate (subject to fluctuation) 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 terms and conditions for the Current Account shall also apply.

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

a ▸ An account statement in hard copy form shall be issued containing information relating to the 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 Personal internet Banking user, the Customer may log in and elect to receive the account statements in electronic form (e-statement) in lieu of hard copy account statements which will be made available for download on a monthly basis.

b ▸ Overdrawing is not allowed under the account. In the event of an unauthorised overdrawing, the Bank shall be entitled to debit the account or any other account of the Customer with the Bank for the amount overdrawn with interest at the prevailing unauthorised overdraft rate (subject to fluctuation) 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 Customer agrees that a fee as stated for the time being in the Bank's Tariff and Charges which can be viewed at www.hsbc.com.my shall be imposed if the account is closed within 3 months of its opening.

e ▸ The terms and conditions for the Current Account shall also apply.

12 ▸ TIME DEPOSIT ACCOUNT

a ▸ Deposits will earn simple interest, unless otherwise indicated in writing by the Bank.

b ▸ Subject to the prevailing rules of the Association of Banks in Malaysia (ABM), interest at half the contracted rate will be paid on deposits which are withdrawn before maturity date provided it has been placed for more than 3 months.

c ▸ All deposits plus interest earned shall be automatically renewed for the same period on maturity date, unless written instructions from the Customer or its successors in title is received by the Bank beforehand. The Customer has the right to give and/or to amend any instructions up to the maturity date.

d ▸ If the maturity date falls on a non-banking day, it will be automatically adjusted to the next banking day.

e ▸ Placement of funds by cheque is subject to clearance of the cheque.

f ▸ The payment of interest, if any, shall be paid:

- on the maturity date; or
- at periodic intervals at the Bank's discretion.

COMBINATIONS ACCOUNT – FOREIGN CURRENCY (FCY) ACCOUNTS

The Customer must first open or have a Ringgit account.

13 ▸ FCY CURRENT ACCOUNT

a ▸ A minimum initial deposit as determined by the Bank is required.

Account credit balances do not earn interest, no cheque book will be issued and no overdrawing is allowed. Cash deposit/withdrawal is not allowed.

b For withdrawals/deposits at the counter, the Customer must check the debit/credit transaction advice to ensure that the correct entry has been made, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer.

c All cheques and other monetary instruments accepted for deposit are credited subject to payment. The Bank reserves the right to debit the account with the same amount credited earlier if the relevant cheque, payment order or instrument is subsequently returned unpaid.

d The Customer acknowledges that the amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise except with the prior written consent of the Bank.

e The Customer acknowledges that the operation of the account is subject to the prevailing exchange control regulations.

f The Customer agrees that if the amount deposited exceeds any limit prescribed by the exchange control regulations, the Bank may debit the account, convert the excess into Ringgit at the Bank's prevailing spot buying rate and credit the Customer's Ringgit account with the Bank.

14 FCY STATEMENT SAVING ACCOUNT

a A minimum initial deposit as determined by the Bank is required.
The Customer agrees that a fee as stated for the time being in the Bank's Tariff and Charges which can be viewed at www.hsbc.com.my shall be imposed if the account is closed within 6 months of its opening. The Bank may also impose other fees and charges at its discretion and as stipulated in the Bank's Tariff and Charges.

b Cash deposit/withdrawal is not allowed.

c For withdrawals/deposits at the counter, the Customer must check the debit/credit transaction advice to ensure that the correct entry has been made, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer.

d All cheques and other monetary instruments accepted for deposit are credited subject to payment. The Bank reserves the right to debit the account with the same amount credited earlier if the relevant cheque, payment order or instrument is subsequently returned unpaid.

e The Customer acknowledges that the amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise except with the prior written consent of the Bank.

f Interest is calculated on a daily basis at a rate to be determined by the Bank from time to time.

g The Customer acknowledges that the operation of the account is subject to the prevailing exchange control regulations.

h The Customer agrees that if the amount deposited exceeds any limit prescribed by the exchange control regulations, the Bank may debit the account, convert the excess into Ringgit at the Bank's prevailing spot buying rate and credit the Customer's Ringgit account with the Bank.

15 FCY TIME DEPOSIT ACCOUNT

a A minimum initial deposit as determined by the Bank is required.

b Cash deposit/withdrawal is not allowed.

c For upliftment/deposits at the counter, the Customer must check the debit/credit transaction advice to ensure that the correct entry has been made, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer.

d All cheques and other monetary instruments accepted for deposit are credited subject to payment. The Bank reserves the right to debit the account with the same amount credited earlier if the relevant cheque, payment order or instrument is subsequently returned unpaid.

e The Customer acknowledges that the amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise except with the prior written consent of the Bank.

f Deposits will earn simple interest payable at maturity, subject to the prevailing Association of Banks in Malaysia (ABM) Rules.

g Subject to the prevailing rules of the Association of Banks in Malaysia (ABM), interest at half the contracted rate will be paid on deposits which are withdrawn before maturity date provided it has been placed for more than 3 months.

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h The Customer acknowledges that written disposal instructions for foreign currency deposits must be received by the Bank before maturity date, if not the deposit (plus any accrued interest earned / less interim interest) will be automatically renewed for the same period on maturity date.

16 HEXAGOLD

a "Sweep facility" means the transfer of any amount from the Hexagold Account to a Current Account as 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; and
- credited to the account every June and December, to the nearest sen.

If the account is closed, the interest accruing to the account will be calculated up to the last completed day before its closure.

c The Bank will maintain an automatic sweep facility on the Customer's Hexagold Account subject to:

- the Hexagold Account having cleared and available funds; and
- if so elected by the Customer,

d Where the Customer has been granted a credit facility, the Customer cannot exceed the 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 from the Hexagold Account or any other account standing in credit in the name of the Customer.