BAIDURI FINANCE

FIXED DEPOSIT APPLICATION

CIF No. | | | | | | |

Fixed Deposit Account No.: _____ Date: _____

Fixed Deposit Certificate No.: _____

ACCOUNT DETAILS	I.C./ Passport No./ Co. registration No.
1.	
2.	
3.	
4.	

Correspondence Address

Term _____

Fixed Deposit Amount: _____ Interest Rate _____

Currency **BND** Value Date _____ Maturity Date _____

Payment method for deposit

☐ Cash ☐ Cheque No._____ drawn on _____ ☐ Others: please specify _____

☐ Please debit *my/our A/C No. _____ Account Name _____

SOURCES OF FUND

☐ Business Income – (For Personal Account, please specify name and nature of business)

_____

☐ Income from Employment ☐ Others: please specify _____

MATURITY INSTRUCTION

☐ Reinvest principal plus interest for another term of _____ at the interest rate prevailing at the time

☐ Reinvest principal only for another term of _____ at the interest rate prevailing at the time

☐ Credit interest to Account No._____A/c Name_____

☐ Issue cheque for principal *and/ or interest

GROUP MARKETING CONSENT

Do you consent to receive marketing communications from Baiduri Bank, Baiduri Finance, and Baiduri Capital via email, SMS, phone calls, instant messaging platforms, and other applicable channels, in accordance with the Group Privacy Notice? You may withdraw your consent at any time.

☐ Yes, I consent and acknowledge that I may withdraw my consent at any time.

☐ No. I do not consent.

***I/We confirm that I/we have read and agreed to the terms and conditions stated above and in reverse hereof and any renewal or new deposits under my/our name(s) shall be governed by the Term Deposit Account Terms and Conditions.**

*I/We acknowledge this is only an application form which does not serve or constitute as a deposit confirmation. A certificate will be issued to me/us by Baiduri Finance which shall only be valid and effective upon the certificate being issued by Baiduri Finance and the certificate being signed off by Baiduri Finance authorised signatories.

*I/We hereby consent to Baiduri Finance Berhad and its parent company and subsidiaries (jointly, "the Bank"), as well as its respective agents, authorized service providers and relevant third parties, whether located in or out of Brunei Darussalam to collect, record, transfer, hold and store our personal data or carry out any processing, analysis, or any other type of operations on my/our personal data for the purpose of the Bank's research and analysis, providing updates to me/us on the Bank's products and services and/or for the Bank to contact me/ us to offer any products or services through EDMs, direct mailers, SMS-es, phone calls, social media, 3rd party sites, or any other type of communication media.

*I/We confirm that the authorised signatories who are authorised to operate this account and to make withdrawals from this term deposit account (whether before or upon maturity) shall be:

Name of Signatory:	Name of Signatory:
I.C./ Passport No.: S.V.	I.C./ Passport No.: S.V.

Name of Signatory: I.C./ Passport No.: S.V.	Name of Signatory: I.C./ Passport No.: S.V.

Number of Signature Required: ☐ One ☐ Two

*Please delete where appropriate

MANDATE FOR PERSONAL JOINT TERM DEPOSIT ACCOUNT

1. Joint and Several Liability

1.1 We agree that we shall be jointly and severally liable for any loan or other credit facilities or accomodation which shall be granted on any account in our joint names, together with all interest, commission and other banking charges and expenses.

1.2 We agree that you may at any time and without notice to us combine and consolidate all or any of our accounts with you in any and/or all of our names or to which anyone or all of us are beneficially entitled and/or set off any money whatsoever, whether on current account, savings account, fixed deposit account or any other account of whatever type or nature and whether in Brunei currency or in any other currency, which you may at any time hold for anyone or all of our accounts against any of our liabilities whatsoever, whether such liabilities are or may be joint or several or primary, secondary or contingent or actual, future or present.

2. Procedure on death of Customer

We agree that, in the event of death of a Joint Account(s) holder, Baiduri Finance Bhd shall have the right to hold all money and items standing to the credit of the Account(s) to the survivor(s) of the Joint Account(s) and permit the survivors of the Joint Account(s) to make withdrawals and deposits from and into the Joint Accounts(s) on satisfactory proof of death subject to the survivor(s) giving all written indemnity to Baiduri Finance Bhd upon terms satisfactory to Baiduri Finance Bhd and any provisions of law or an order of court and further subject to the rights of Baiduri Finance Bhd in respect of such funds arising out of any lien, charge, pledge, set-off or any other encumbrance or any claim or counterclaim actual or contingents or otherwise.

This Mandate shall be read subject to Baiduri Finance Bhd standard Terms and Conditions governing accounts maintained with Baiduri Finance Bhd as amended by Baiduri Finance Bhd from time to time.

Name of Signatory: I.C./ Passport No.: S.V.	Name of Signatory: I.C./ Passport No.: S.V.
Name of Signatory: I.C./ Passport No.: S.V.	Name of Signatory: I.C./ Passport No.: S.V.

BRANCH USE SECTION

Caution List / SIRON KYC		Positive Match		Name & Initial		Branch Stamp
List Name	**Date**	**Y**	**N**	Original ID Sighted & Verified by		
Bankruptcy						
Litigation				Caution list & SIRON KYC Checked by		
UCA						
BFB				Confirmed by *(Supervisor and above)*		
SIRON KYC						

Remarks & Approvals Obtained

FOR FINANCE USE ONLY

ICBA MAINTENANCE		Rate Confirmed by	Fixed Deposit Held Under Lien: *Yes/ No Remarks:
Inputted by	Authorised by		

TERMS AND CONDITIONS FOR TERM DEPOSIT ACCOUNT
SYARAT DAN PERATURAN UNTUK DEPOSIT TEMPOH

1. **Term Deposit Certificates are not redeemable or assignable prior to maturity date of the Term Deposit without the prior consent of Baiduri Finance Berhad. Term Deposit Certificates are not negotiable or transferable.**
   Sijil Deposit Tempoh tidak boleh ditebus atau diserahkan sebelum tarikh matang deposit tempoh tanpa persetujuan awal Kewangan Baiduri Berhad. Sijil Deposit Tempoh tidak boleh diniagakan atau dipindah milik.

2. **Where the term deposit has been placed in the names of more than one person (and the expression "person" here shall include company, firms, associations and unincorporated bodies), then the person or persons authorised to operate and make withdrawals from such accounts (whether before or upon maturity) shall be the duly appointed authorised signatory(ies) specified in the previous page of this form. Payment by Baiduri Finance Berhad to or for the account of such authorised signatory(ies) in accordance with the Account Operation Instructions specified in the previous page shall be full and complete release and discharge of Baiduri Finance Berhad and Baiduri Finance Berhad shall not be liable for making such payment.**
   Jika deposit tempoh telah dibuat atas name lebih dari seorang (dan ungkapan "orang" di sini adalah termasuk syarikat, firma, persatuan dan pertubuhan yang tidak diperbadankan), maka mereka yang diberikuasa untuk mengendalikan dan membuat pengeluaran dari akaun tersebut (sama ada sebelum atau apabila matang) hendaklah penandatangan yang diberi kuasa yang dilantik seperti yang sepatutnya yang ditetapkan dalam muka surat terdahulu borang ini. Bayaran oleh Kewangan Baiduri Berhad kepada atau bagi akaun penandatangan yang diberi kuasa tersebut menurut Arahan Pengendalian Akaun yang ditetapkan dalam muka surat terdahulu adalah pelepasan secara penuh dan lengkap dari Kewangan Baiduri Berhad dan Kewangan Baiduri Berhad tidak bertanggungjawap bagi membuat pembayaran tersebut.

3. **Upon the maturity or earlier withdrawal of the term deposit, payment by Baiduri Finance Berhad of the sums deposited and accured interest (if any) shall be made by either directly crediting the nominated Baiduri Bank account or by cash or by the issuance of a cheque. Where the depositor is not an individual but a company, a firm, unincorporated body or association, then payment of the sums deposited and accrued interest (if any) shall only be by the issuance of a cashier's order or cheque.**
   Semasa matang atau pengeluaran awal deposit tempoh, pembayaran oleh Kewangan Baiduri Berhad jumlah deposit atau faedah terkumpul (jika ada) hendaklah dibuat sama ada mengkredit secara langsung akaun Bank Baiduri yang dinamakan atau secara tunai atau secara pengeluarkan cek. Jika pendeposit merupakan sebuah syarikat, firma, pertubuhan atau persatuan yang tidak diperbadankan, maka bayaran jumlah deposit dan faedah terkumpul (jika ada) adalah hanya dengan pengeluaran perintah juruwang atau cek.

4. I**nterest is calculated on a daily basis for term deposits not prematurely withdrawn.**
   Faedah dikira setiap hari bagi deposit tempoh yang tidak dikeluarkan sebelum matang.

5. **In the event of premature withdrawal, Baiduri Finance Berhad reserves the right not to pay any interest on the term deposit. Baiduri Finance Berhad may however exercise its descretion (but shall not be under any obligation to do so) to pay interest on the term deposit prematurely withdrawn for such period and at such rate as may be determined by Baiduri Finance Berhad at its sole discretion.**
   Sekiranya berlaku pengeluaran sebelum matang, Kewangan Baiduri Berhad mempunyai hak untuk tidak membayar faedah bagi deposit tempoh. Bagaimanapun Kewangan Baiduri Berhad boleh menggunakan budibicaranya (tetapi tidak mempunyai sebarang kewajipan untuk berbuat demikian) dan memilih untuk membayar faedah ke atas deposit tempoh yang dikeluarkan sebelum matang bagi tempoh dan pada kadar seperti yang ditentukan oleh Kewangan Baiduri Berhad atas budibicaranya sendiri.

6. **The interest rate applicable to a deposit for any renewal term shall be the rate generally offered by Baiduri Finance Berhad on the renewal date for deposits of similar amounts and similar term. If no instructions are received by Baiduri Finance Berhad before the maturity date of a term deposit to renew the term deposit upon maturity, then the term deposit shall be automatically renewed by Baiduri Finance Berhad upon maturity for the same period and upon the then prevailing terms of Baiduri Finance Berhad.**
   Kadar faedah yang dikenakan kepada deposit bagi sebarang tempoh pembaharuan hendaklah kadar yang secara am ditawarkan oleh Kewangan Baiduri Berhad pada tarikh pembaharuan bagi deposit yang sama amaun dan tempoh. Jika tiada arahan diterima oleh Kewangan Baiduri Berhad sebelum tarikh deposit tempoh untuk membaharui deposit tempoh apabila matang, deposit tempoh adalah secara automatik diperbaharui oleh Kewangan Baiduri Berhad apabila matang bagi tempoh yang sama dan menurut syarat Kewangan Baiduri Berhad yang lazim digunakan.

7. **Baiduri Finance Berhad is hereby is irrevocably authorised by the depositor to disclose any personal or other information whatsoever regarding the depositor, any information regarding the status and balances of the depositor's accounts, and any information relating to or in connection with this account, to any or all of the following:-**
   Baiduri Finance Berhad adalah dengan ini diberikan kebenaran sepenuhnya daripada penyimpan untuk memberikan maklumat peribadi dan sebagainya mengenai penyimpan, apa-apa maklumat mengenai status dan baki akaun-akaun penyimpan, dan apa-apa maklumat berhunbungkait dengan akaun ini, kepada semua perkara berikut:-

   (a) **any person participating in the provision of services to Baiduri Finance Berhad (including, but not limited to, debt collection, legal, accounting, auditing, printing or mailing [of cheque book, passbook, stationery or other documents], management, re-possession, insurance, delivery, electronic and investigation services) whether in Brunei Darussalam or outside Brunei Darussalam, under or in connection with this account or the enforcement thereof;**
   mana-mana individu yang menyediakan perkhidmatan kepada Baiduri Finance Berhad (termasuk tetapi tidak terhad kepada tuntutan tertunggak, guaman, perakaunan, audit, percetakan atau kiriman surat [buku cek, buku simpanan, alat tulis atau lain-lain dokumen], pengurusan, penarikan, insuran, penghantaran, elektronik dan perkhidmatan penyiasatan) sama ada didalam atau diluar Brunei Darussalam, dibawah atau berhubungkait dengan akaun ini atau penguatkuasaannya;

   (b) **the police or other public officers conducting an investigation in connection with any offence or suspected offence;**
   polis atau mana-mana pengawai perkhidmatan awan membuat penyiasatan berhubungkait dengan apa-apa kesalahan atau kesalahan belum terbukti;

   (c) **the Brunei Association of Banks, other banks, finance companies, financial institutions or insurance credit or charge card companies;**
   Persatuan Bank Brunei, mana-mana bank, syarikat kewangan, institusi kewangan atau insuran atau syarikat kad kredit atau chas;

   (d) **the Ministry of Finance or any other person, entity or authority, having jurisdiction over the Baiduri Finance Berhad, any court of law, in Brunei Darussalam or elsewhere, for any purpose whatsoever;**
   Kementerian Kewangan atau mana-mana individu, badan atau kuasa, yang mempunyai kuasa keatas Baiduri Finance Berhad, mana-mana mahkamah, di Brunei Darussalam atau mana-mana, bagi apa-apa tujuan;

   (e) **any joint account holder or depositor, authorised signatory, insurer, guarantor or provider of security in relation to the depositor or any credit facilities provided to the depositor, the auditor of the depositor or any member, partner, director or shareholder of the depositor;**
   mana-mana pemegang akaun bersama atau penyimpan, tandatangan berkuasa, pemberi insuran, penjamin, atau pemberi jaminan berhubungkait kepada penyimpan atau penyediaan kredit diberikan kepada penyimpan, juruaudit kepada penyimpan, rakan kongsi, pengarah atau pemegang saham kepada penyimpan;

   (f) **any company body or authority or party to whom Baiduri Finance Berhad is associated with (including the Baiduri Finance Berhad's parent or holding company, subsidiaries or associated or related companies, Baiduri Bank Berhad), Baiduri Finance Berhad's head office, branches, representatove offices, in Brunei Darussalam or overseas, for any purpose whatsoever; and**
   mana-mana syarikat badan atau kuasa atau pihak berhubungkait dengan Baiduri Finance Berhad (termasuk pemegang syarikat Baiduri Finance Berhad, anak-anak syarikat, atau syarikat-syarikat yang berhubungkait, Baiduri Bank Berhad), ibu pejabat Baiduri Finance Berhad, cawangan-cawangan, di Brunei Darussalam atau seberang laut, bagi apa-apa tujuan; dan

   (g) **any association or body of which Baiduri Finance Berhad is a member.**
   mana-mana pertubuhan atau badan yang mana Baiduri Finance Berhad adalah menjadi ahli.

8. **The depositor hereby irrevocably consents to the above disclosure of information and confirms that Baiduri Finance Berhad shall be under no liability for disclosing or furnishing such information whether before, on or after the date of signing this account openning form.**
   Penyimpan memberi kebenaran sepenuhnya untuk mendapatkan maklumat dan mengesahkan Pemilik tidak dipertanggungjawapkan untuk memberikan maklumat sama ada sebelum mahupun selepas tarikh Perjanjian ini