

BAIDURI PRESTIGE BANKING SERVICES AND PRIVILEGES TERMS AND CONDITIONS

Section 1- Membership

1. The Terms and Conditions of our relationship

1.1 By applying for and using the enhanced banking services and other privileges of Baiduri Prestige, you agree to be bound by these Terms and Conditions (as may be amended or supplemented) governing the use of Baiduri Prestige banking services and other privileges and other terms and conditions as may be prescribed by the Bank from time to time including with respect to any new or additional services and/or products made available by Baiduri Bank Sendirian Berhad ("the Bank") from time to time. These Terms and Conditions shall bind your Baiduri Prestige Family availing themselves of the Baiduri Prestige banking services and other privileges.

1.2 To qualify as a Baiduri Prestige member and maintain your membership, you must fulfill all the criteria below ("Membership Criteria"):

- (i) at all times maintain an active savings or current account with the Bank or Baiduri Finance Berhad ("Baiduri Finance");
- (ii) ensure that all your accounts with the Bank or Baiduri Finance are in good standing, without any breach of the banking agreement;
- (iii) complete the appropriate account opening forms and submit all such supporting documents as the Bank may require; and
- (iv) meet the eligibility criteria at all times, which is available on the Bank's website at www.baiduri.com or you can request for a copy at any of the Bank's Prestige Centres.

The Bank reserves the right from time to time to vary, add, revise or amend the Membership Criteria.

1.3 If you no longer meet the eligibility criteria and any conditions applicable to the Baiduri Prestige eligibility, the Bank, may at its discretion cancel your Baiduri Prestige membership and thereafter notify you in writing. Upon such notification, you will need to top up your accounts to meet the minimum balance within **three (3) months** of the date of the letter to continue to be a Baiduri Prestige member. If you fail to top up within **three (3) months**, the Bank shall cancel your membership and you will no longer have access to Baiduri Prestige banking services and other privileges.

1.4 If you are an existing Baiduri Prestige member and you do not meet the Membership Criteria at any time during your membership, but still wish to continue to hold Baiduri Prestige membership without fulfilling the Membership Criteria, you can choose to incur an annual membership fee charged to your preferred account.

1.5 If you no longer wish to hold the Baiduri Prestige membership, you should notify the Bank in writing. Your Baiduri Prestige membership will thereafter be cancelled after **three (3) working days**.

1.6 The Bank reserves the right and discretion to decline your application to be a Baiduri Prestige member without providing any reason.

1.7 The Bank may in its absolute discretion without assigning any reason whatsoever, cancel or terminate the Baiduri Prestige membership to you and your Baiduri Prestige Family by written notice to you.

1.8 For the purposes of these Terms and Conditions,

"Baiduri Prestige Family" means your family members that you have nominated to be entitled to Baiduri Prestige banking services and other privileges which includes;

(a.) For married Baiduri Prestige member: your spouse and children; and

(b.) For non-married Baiduri Prestige member: your parents and siblings.

Baiduri Prestige members are entitled to nominate up to four (4) Baiduri Prestige Family members only.

2. Products, services and eligibility

2.1 As a member of Baiduri Prestige, the Bank may introduce to you a range of products, services and other privileges designed to meet your banking needs and will assign a Prestige Relationship Manager to assist with all your banking needs. The products or services offered is subject to eligibility assessment and to any applicable criteria and will be governed by the terms and conditions applicable to such products or services set out in such product agreements or service agreements. In the event of any conflict and inconsistencies between the provisions of these Terms and Conditions and those of such products or services, the provisions set out in such product agreement or service agreement shall prevail unless otherwise stated and the provisions of these Terms and Conditions shall be deemed modified but only to the extent necessary to give full effect to the provisions of such product agreement or service agreement. Click [here](#) to see full list of Baiduri Prestige privileges.

2.2 The Bank reserves the right and discretion to decline your application to participate, invest or transact in such products or services without the need to provide any reason.

2.3 The Bank may at any time vary, withdraw, add, amend, revise or suspend the products, services or other privileges available to you or your Baiduri Prestige Family either in whole or in part at the Bank's sole discretion. Any such variation, withdrawal, addition, amendment, revision or suspension (without prejudice to liability for antecedent breach of any conditions) may be communicated to you or your Baiduri Prestige Family through a notice: (a) on the Bank's website or portal, (b) in the periodic statement of account, (c) at its branches, (d) in the press or such other mode as the Bank deems fit and/or (e) in any form to any address furnished by you to the Bank and shall take effect and deemed after posting notwithstanding its subsequent return or the fact that your or your Baiduri Prestige Family's attention may not have been caught by the aforesaid notification.

2.4 The Bank's current product, services and other privileges as well as the applicable terms and conditions are available to you from your Prestige Relationship Manager or the Bank's website at www.baiduri.com. In the event the variation, withdrawal, addition, amendment, revision or suspension is not acceptable, a member may request to terminate the use of any product or service by notifying the Bank in writing and the Bank will withdraw the relevant products, services or other privileges made available to you. In cases of termination, you shall remain liable for all antecedent transactions. If you or your Baiduri Prestige Family continue to use any of the product, services or other privileges you shall be deemed to have accepted and agreed to such variation, withdrawal, addition, amendment, revision or suspension without reservation.

3. Baiduri Prestige Family

3.1 For your family member (stipulated in Clause 1.7) to be your Baiduri Prestige Family, you shall complete a request form with your nomination which is available at any of the Bank's Prestige branch.

The admission of family members as Baiduri Prestige Family shall be subject to your family members at all times maintaining either an active savings or a current account with the Bank or Baiduri Finance and you notifying the Bank of their accounts. You shall be and be deemed to be the primary Baiduri Prestige member and all communication shall be made with you in the capacity of a primary Baiduri Prestige member.

3.2 You acknowledge that Baiduri Prestige Family are only entitled to avail themselves of selected Baiduri Prestige banking services and other privileges. This can be found on the bank's website at www.baiduri.com.

3.3 Baiduri Prestige membership of Baiduri Prestige Family shall be valid subject to you maintaining a valid Baiduri Prestige membership. The renewal of your Baiduri Prestige membership for Baiduri Prestige Family is subject to you fulfilling the Membership Criteria.

3.4 If you who no longer wish to nominate any of your family member as Baiduri Prestige Family, you should notify the Bank in writing.

4. Review

4.1 The Bank may at its discretion at any time and from time to time vary, add, amend or cancel these Terms and Conditions, the product terms, the service terms and/or the terms of such other agreements made with the Bank either in whole or in part. Any such variation, addition amendment or cancellation will be notified to you in accordance with **Clause 2.3** and will take effect and become binding on you at the time stated in **Clause 2.3**.

4.2 The Bank may also vary, add, amend or cancel the features of any product, services or other privileges including and not limited to the following:

- (i) varying any existing credit limits and/or trading limits and interest rates and/or commission rates applicable to the products or services offered: and/or
- (ii) varying the security required or requiring additional security.

5. Notices and communications

5.1 Contact Information

(a) You, the Baiduri Prestige member and the Baiduri Prestige Family member(s) must give your address, telephone number, mobile phone number and/or email address for receipt of notices and other communications to the Bank in writing.

(b) Unless otherwise agreed, notices and communications will be sent to the address, telephone number, mobile phone number and/or email address designated by you. If there are any changes

to your address, telephone number, mobile phone number and/or email address, you must inform the Bank in writing so that you can continue to receive notices and communication from the Bank.

(c) If you, the Baiduri Prestige member and the Baiduri Prestige Family member(s) do not provide the Bank with your updated address or contact information, you will bear any loss that may arise from you not receiving notices and communications. The Bank may suspend or stop sending you notices and communications if the Bank reasonably believed that you are no longer reachable at the address or contact information last notified to the Bank. In such event, you have waived or deemed to have waived all requirements of notice applicable to your Baiduri Prestige membership, any product agreement or service agreement.

5.2 Notices and communications to joint account holders

If you are joint account holders, notices and communications (including notice of any variation, revision, amendment, additions or cancellation to the General Terms and Conditions, a product agreement, service agreement or any confirmations, advices or statements) sent to the contact details you have notified the Bank for receipt of notices and other communications in connection with your account are taken to be given to all of you.

6. Instructions and communication by post, telephone, electronic form etc

6.1 You acknowledge and accept the risks of giving instructions to the Bank or communicating with the Bank by post, telephone or electronic means (including by email or short message service). These include, but are not limited to:

- (i) The risk of any instruction being intercepted or given by an unauthorised person;
- (ii) The risk that the Bank may not actually receive the instructions, or that the instructions are delayed or incomplete when received;
- (iii) The risk that the Bank may process instructions twice if you send the same instructions to the Bank in different forms; and
- (iv) The risk that any information sent electronically or by any electronic equipment you use cannot be guaranteed to be secure or free from virus.

You agree to bear all such risks and agree to indemnify the Bank for any loss incurred as a result of the Bank acting on such instructions or communications unless the loss is directly caused by the Bank's negligence, willful default or fraud.

6.2 In order to protect yourself against such risks,

(i) you should call the Bank to check if such instructions sent by post, fax or electronic means have reached the Bank in a timely manner;

(ii) you should mark all duplicate confirmations to the Bank as such; and

(iii) you should check all statements and transaction records for errors and report any discrepancies to the Bank as soon as possible.

7. Recording of telephone conversations

Subject to any applicable law, you consent to the Bank recording and/or monitoring the Bank's telephone conversations with you (and you confirm you are authorised to and do provide consent on behalf of all account signatories or authorised persons). The Bank may not inform you or that person when the Bank does such recording or monitoring. The Bank may use the recorder conversations (or transcripts of such conversations) in any dispute and you agree to their validity and admissibility. You agree that the recorder conversations remain the Bank's property and the Bank may dispose of them after such period as the Bank may determine. Not all telephone conversations will be recorded.

8. Information we collect, use and disclose

8.1 It is the Bank's policy to treat information relating to you and your account ("Personal Data") as confidential even when you are no longer a customer and the Bank does so in accordance with applicable law.

8.2 You hereby consents to the Bank's collection, use, disclosure and processing of your Personal Data in accordance with the Bank's Privacy Policy available at www.baiduri.com or upon request. The Bank's Privacy Policy, as may be amended, supplemented and/or substituted from time to time, is incorporated by reference into and forms part of these Terms and Conditions and shall apply to all Personal Data that you provide to the Bank or that the Bank have obtained from any other sources or that arises from your relationship with the Bank.

Section 2 – Banking Terms

1. Deposits (including term deposits)

Accounts

1.1 Upon receipt of any deposit from you or payment due to you for example from settlement proceeds, interest, income or dividends) the Bank will credit the relevant account with such sums.

1.2 The Bank may refuse to accept any deposit. The Bank need not give any reason for doing so.

Currencies

1.3 The Bank accept deposits in the local currency and in selected foreign currencies only. The terms and conditions upon which the Bank accepts foreign currency deposits (including term, interest rates and minimum deposit amounts) may differ depending on the currency.

Section 3 – General Terms

1. Waiver

No acquiescence or waiver in the exercise or enforcement of the terms herein and/or in such product agreement, service agreement and/or such other agreements with the Bank shall prejudice the Bank's rights to exercise or enforce the same.

2. Assignment / Transfer

These Terms and Conditions are binding on you and the Bank and on its successor or assignee. These Terms and Conditions are binding even if:

- (a) the Bank changes its name or constitution; or
- (b) the Bank consolidates or amalgamates with another entity, in which case, that entity will substitute the Bank in relation to these Terms and Conditions.

You shall not, without the written approval of the Bank, in any way assign, transfer or charge to any third party whether by security or otherwise, or otherwise encumber, your rights and obligations under these Terms and Conditions or in relation to any account, deposit, product or service.

3. Severability

If any of these Terms and Conditions is invalid, unlawful or unenforceable under the laws of Brunei Darussalam, it shall not affect or impair the validity, legality or enforceability of the rest of these Terms and Conditions.

4. Illegality

The Bank may discontinue any of the products, services or other privileges of the Baiduri Prestige available to you with or without notice to you if, because of any change to any applicable law, regulation, regulatory requirement or judicial decision, or in its opinion, maintaining or performing any obligation under these Terms and Conditions becomes illegal, or it is otherwise prohibited from doing so. If this happens, you must pay to the Bank all amounts owing to the Bank on demand.

5. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Brunei Darussalam and you agree to submit to the exclusive jurisdiction of the Courts of Brunei Darussalam.