

BAIDURI PRESTIGE BANKING SERVICES AND PRIVILEGES GENERAL TERMS AND CONDITIONS

Section 1- Membership

1. The terms and conditions of our relationship

1.1 To avail of the enhanced banking services and other privileges of Baiduri Prestige, you agree to be bound by the terms and conditions contained herein including any amendments, additions, revision or variation thereto ("General Terms and Conditions") made by the Baiduri Bank Sendirian Berhad ("Bank") from time to time governing the use of Baiduri Prestige banking services and other privileges. The General Terms and Conditions shall bind your Joint Members availing themselves of the Baiduri Prestige banking services and other privileges.

1.2 To qualify as a Baiduri Prestige member you must (i) at all times maintain a savings or current account with the Bank or with Baiduri Finance Berhad ("Baiduri Finance"); (ii) complete the Baiduri Prestige application form together with the appropriate account opening forms and submit all such supporting documents as the Bank may require, and (iii) meet the eligibility criteria ("Membership Criteria") at all times. The Bank reserves the right from time to time to vary, add, revise or amend the Membership Criteria.

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

1.4 For the purposes of the General Terms and Conditions, "Joint Members" means:

(i) your joint account holders, and/or

(ii) your family members which includes your spouse and children.

The relationship centre

1.5 A Prestige Relationship Manager will be assigned to you to assist with all your banking needs, including helping you with the administration of your account(s).

2. Products, services and privileges.

2.1 In the course of our Baiduri Prestige relationship, the Bank will introduce to you a range of products and services designed to suit your banking needs. Different eligibility criteria may apply to different products or services and shall be subject to or be governed by the terms and conditions applicable to such products or services as set out in such product agreements or service agreements. In the event of any conflict between the provisions of the General Terms and Conditions and those of such products or services, unless otherwise stated the provisions set out in such product agreement or service agreement shall prevail and the provisions of the General Terms and Conditions shall be deemed modified but only so far as it is necessary to give full effect to the provisions of such product agreement or service agreement.

2.2 The Bank may decline your application to participate, invest or transact in such products or services without providing any reason.

2.3 The Bank may vary, withdraw, add, amend, revise or suspend the products, services or other privileges available to you or your Joint Members at any time either in whole or in part. Any such variation, withdrawal, addition, amendment, revision or suspension will take effect and become

binding on you and your Joint Members from such time as such variation, withdrawal, addition, amendment, revision or suspension are brought to your attention by notice to you of the same, exhibiting the same in any of the Bank's branches, publication in the press or such other manner as the Bank deems fit. You may find out more about the Bank's current product, services and privileges available to you from your Prestige Relationship Manager or you may visit the Bank's website at www.baiduri.com. If you do not accept such variation, withdrawal, addition, amendment, revision or suspension you should inform the Bank in writing within seven (7) days of so being notified and the Bank may withdraw any or all of the products, services or other privileges made available to you. If you or your Joint Members 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.

Joint Members

2.4 Any person with whom you jointly hold an account with the Bank and/or your family members which includes your spouse and children may at your request be made Joint Members. The admission of family members as Joint Members shall be subject to your family members holding either a 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.

2.5 You acknowledge that Joint Members are only entitled to avail themselves of selected Baiduri Prestige banking services and other privileges.

2.6 Baiduri Prestige membership of Joint Members shall be valid with effect from the date you become a Baiduri Prestige member. The renewal of your Baiduri Prestige membership for Joint Members is subject to you fulfilling the Membership Criteria.

3. Minimum Assets Under Management (AUM) account balance

AUM represents the total value of all funds and investments that you keep with the bank, including savings account, current account, fixed deposit, term deposits, certificate of deposit, bonds and unit trusts.

In order to maintain your Baiduri Prestige membership, you are required to maintain a minimum AUM as follows:

- BND100,000 in deposits with the Bank and/or Baiduri Finance or
- BND150,000 in investments with Baiduri Capital Sendirian Berhad.

If you no longer meet the Membership Criteria and any conditions applicable to the Baiduri Prestige eligibility, the Bank, may at its discretion rescind 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 AUM 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 downgrade your status and you will no longer have access to Baiduri Prestige benefits and privileges.

4. Review

4.1 The Bank may vary, add, amend or cancel the General Terms and Conditions, the product terms, the service terms and/or the terms of such other agreements made with the Bank at any time either in whole or in part. Any such variation, addition amendment or cancellation will take effect and become binding on you from such time as such variation, addition, amendment or cancellation are brought to your attention by notice to you of the same, exhibiting the same in any of the Bank's branches, publication in the press or such other manner as the Bank deems fit.

4.2 The Bank may vary, add, amend or cancel the features of any product, services or 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. Account operating authority

5.1 The Bank may in its absolute discretion require more than one or all account holders, account signatories or authorized persons to or confirm any act if the Bank thinks it is necessary or prudent to do so.

6. Notices and communications

Contact Information

6.1 (a) You must give your address, telephone number, mobile phone number, fax 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, fax number and/or email address designated by you. If these details change you must inform the Bank in writing so that you can continue to receive notices and communication from the Bank.

(c) If you 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.

Notices and communications to joint account holders

6.2 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.

7. Instructions and communication by post, telephone, fax, electronic form etc.

7.1 You acknowledge and accept the risks of giving instructions to the Bank or communicating with the Bank by post, telephone, fax 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 unauthorized person;
- (ii) The risk that the Bank may not actually receive the instructions, or that 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.

7.2 In order to protect yourself against such risks,

- (i) you should call the Bank to check if 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
- (ii) you should check all statements and transaction records for errors and report any to the Bank as soon as possible.

Recording of telephone conversations

7.3 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 authorized to and do provide consent on behalf of all account signatories or authorized 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.

Information we collect, use and disclose

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

8.2 You hereby irrevocably authorized any member of the Baiduri Bank Group in any jurisdiction, including its officers, employees, agents and advisers to collect, use or disclose information relating to you and your account.

Section 2 - Banking Terms

1. Deposits (including term deposits)

Accounts

1.1 The Bank will open an account in your name for the purpose of crediting deposits. 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 accepts 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.

2. Foreign Currency

Foreign currency accounts

2.1 If you open a foreign currency account with the Bank, the Bank is permitted to hold the balance on that account with the banks or financial institutions in the country or countries in which such foreign currency is legal tender (each, "a third-party bank"). If the Bank holds the balance of a foreign currency account with a third-party bank, the foreign currency account will also be subject to the applicable law of the country where such third-party bank is located.

Foreign currency transactions

2.2 In respect of transactions in a foreign currency, if any payment is made into your account in a different currency to that of your account, the Bank may convert the currency of that payment into the currency of your account. You may ask the Bank to transfer money abroad. If you ask the Bank to do so, your Prestige Relationship Manager will be able to provide you with details about when any money should arrive and the exchange rate that will apply.

2.3 If you instruct the Bank to pay out of your account a sum in currency different from the currency in which your account is held, the Bank may convert that currency in order to carry out your instructions. The Bank will apply the Bank's standard board exchange rate of the day for buying the relevant currency.

Foreign currency risk

2.4 Foreign currency accounts, and all transactions under them, are subject to any applicable exchange control laws. If due to reasons beyond the Bank's control, the Bank ceases to maintain foreign currency deposits in a particular currency, the Bank may convert the foreign currency deposit into another freely transferrable currency at the Bank's standard board exchange rate of the day.

2.5 In addition, you acknowledge that:

(i) you are aware of the risk of interest rate and exchange rate fluctuations and the effect that such fluctuations may have on the credit balances in account;

(ii) adverse exchange rate movements could result the credit balance (even after interest is credited) being less than the amount you deposit; and

(iii) if for any reason the Bank converts an amount from one currency to another, the Bank will do so at the Bank's standard board exchange rate of the day.

3. Record keeping

3.1 You acknowledge and agree that the Bank is not obliged or required to keep any banking documents, records, bank transaction documents and/or statements for more than seven (7) years from the date the last transaction with the Bank was effected.

4 Waiver

4.1 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.

5. Governing Law

5.1 The General Terms and Conditions shall be governed by and construed in accordance with the Laws of Negara Brunei Darussalam and you agree to the exclusive jurisdiction of the Courts of Negara Brunei Darussalam.