



(1) *Definitions*

In this Agreement, unless the context otherwise requires:

- (a) “Account means the Company’s account or accounts with the Bank designated by the Company for use of the Card.
- (b) “ATM” means any automated teller machine belonging to the Bank;
- (c) “ATM Facilities” means the facilities and services now, hereafter and from time to time made available to the Company and the Cardholder by the Bank through the ATM;
- (d) “Bank” means Baiduri Bank Berhad a company incorporated in Brunei Darussalam with limited liability with its registered office at 145, Jalan Penanacha, Bandar Seri Begawan, Brunei Darussalam;
- (e) “Card” means the ATM card or cards issued by the Bank at the Company’s request through use of which ATM Facilities may be made available to the Cardholder and includes any replacement or renewal thereof;

(3) *Card*

- (a) The Card is issued for the exclusive use of the Cardholder on behalf of the Company in connection with the ATM Facilities.
- (b) The Company hereby unconditionally and irrevocably authorises the Bank to accept and complete all Transactions requested for by the use of the Card at the ATM and the Bank shall not be required to inquire into the validity of the Transaction or the authority and identity of the user of the Card.
- (c) The Bank may, upon the receipt of any request of the Company, at its absolute discretion issue a replacement card for any Card which has been lost, damaged or stolen upon the same terms as the original Card subject to the payment by the Company to the Bank of such fees to be determined by the Bank at the Bank’s absolute discretion from time to time.
- (d) The Card is issued to the Cardholder subject to the following terms and conditions:
 - (i) The Card shall at all times remain the property of the Bank.
 - (ii) The Company shall return and cause the Card to be returned to the Bank immediately upon the termination or cancellation of this Agreement and the ATM Facilities.
 - (iii) The Card is not transferable and shall be used solely by the Cardholder.
 - (iv) “The Cardholder shall at all times keep the PIN and the Card in separate places and the PIN shall not be written on the Card under any circumstances. As far as possible the PIN should not be written down but should be committed to memory.”
 - (v) The Bank shall be entitled to send the Card and the PIN to the Cardholder by any means which the Bank deems fit.
 - (vi) The Company will hold the Bank harmless and have no claims against the Bank if the Card and/or the PIN is lost or fails for any reason whatsoever to reach the Cardholder or if the PIN is disclosed to some other unauthorised person enroute to the Cardholder.
 - (vii) The Company shall ensure that the

(4) *Obligation to Inform Bank*

Cardholder abides by all requirements and notices of the Bank in relation to the security, retention and use of the Card and the PIN.

(5) *Debiting of Account*

The Bank is hereby irrevocably and unconditionally authorised to debit from and set off against any credit balance in any of the Company’s account with the Bank all charges incurred and payments made through the use of the Card and any other liabilities of the Company to the Bank and any loss suffered by the Bank from the use of the Card.

(6) *Temporary Credit*

In the event that there is insufficient funds in the Account to meet any request for the payment of monies or towards the satisfaction of any liabilities, the Bank shall have the right (but shall not be under any obligation to do so) to grant the Company such

(7) *Disclosure*

Temporary credit to meet such payment or liability. The Company undertakes to indemnify the Bank for any and all payments withdrawals charges and overdrawings losses and damages and any other liability that may arise from or in connection with the use of the Card. The Company further undertakes to pay the amount of such credit forthwith upon the demand from the Bank together with such interest thereon and charges at such rates and amounts as determined by the Bank in its absolute discretion.

(8) *Information*

The Company shall provide the Bank with any information that the Bank may from time to time request relating to the Cardholder’s use of the Card and also to provide the Bank with any documentation and supporting documents relating thereto which the Bank may request and to cooperate with the Bank in any investigation and litigation or potential litigation or dispute arising from or in connection with the use of the Card.

(9) *Liability*

- (a) The Bank shall not be liable or responsible for any inconvenience loss damage or embarrassment howsoever incurred or suffered by the Company in the event that the Card is rejected or retained or any Transaction is disallowed for any reason whatsoever.
- (b) The Bank shall not be liable for and the Company shall not make any claims or demands against the Bank in respect of any losses, expenses or damages suffered or incurred

TERMS AND CONDITIONS

FOR

CORPORATE ATM

CARDHOLDER

(2) *ATM Facilities*

In consideration of the Bank, at the request of the Company, making available and continuing to make available to the Company the ATM Facilities and issuing the Card to the Cardholder, the Company hereby agrees to be bound by the terms and conditions hereinafter specified.



