

## **Terms & Conditions for Payroll Service**

### **General**

1. Baiduri Bank Berhad ("the Bank") may at its sole and absolute discretion make available to the customer ("the Customer") the use of the payroll processing service ("Payroll Service").
2. These terms and conditions (which may be revised, updated and amended from time to time) will govern the Customer's use of the Payroll Service provided by the Bank and the Customer agrees and is deemed to have agreed to such terms and conditions when using the Payroll Service.

### **Fees**

3. The Bank may charge such fees or other charges as determined by the Bank from time to time to the Customer for the provision of the Payroll Service. The Customer shall pay to the Bank all fees, charges and other amounts due to or incurred by the Bank in respect of Payroll Service, free from deductions and exclusive of any tax from time to time in force, which will be the responsibility of the Customer. The Customer hereby authorises the Bank to debit any of the Customer's accounts with any of the aforesaid fees or charges.
4. The Customer agrees for the Bank to debit the Customer's account in one lump sum for the applicable service charge that may from time to time be amended by the Bank. The applicable Bank tariffs for the Payroll Service is set out on the Bank's website. For the avoidance of doubt, the Bank reserves the right to amend/revise its tariffs from time to time. The Bank shall notify the Customer of any revised or new charges applicable for the Payroll Service either by post, electronic communication or any other method the Bank deems appropriate.

### **Termination**

5. Either party may terminate the Payroll Service by giving a written notice to the other and upon giving of such notice, the Payroll Service shall be terminated immediately. A written notice given pursuant to this Clause (and in the case of the Customer, by its authorised signatory) shall be deemed given on the day of dispatch (if sent by hand), within five (5) days from date of posting, if sent by pre-paid registered post, or on date of receipt on a business day, if sent by electronic email via the Bank's online banking platform.
6. Upon such termination, the Customer shall return to the Bank all related user guide and other bank information supplied by the Bank to the Customer, within five (5) business days of the termination of the Payroll Service. The Bank may (as appropriate) take immediate possession of all relevant bank information supplied by the Bank and all copies thereof, provided that the Bank has first requested its return and has given five (5) business days' written notice of its intention to take such possession. "Business day" means a day other than Saturday, Sunday and public holidays.
7. All provisions of these terms and conditions, which by their nature should survive, such as warranty, disclaimers, indemnities, limitations of liability, confidentiality, and governing law will survive termination of this Payroll Service.

### **Payroll Information and Requirements**

8. The payroll list shall be submitted to the Bank and shall be in a format (if any) containing such information required by the Bank, at least TWO (2) working days in advance notice of the payroll processing day. However, if the payroll processing day is a public holiday, the payroll shall be processed on the next working day. Applicable charges shall be applied for urgent processing request on the same day.

9. Submission via over the counter. The Customer shall submit the original hard copy payroll list together with a letter of debit authorization which must be duly signed by the authorized signatory(ies) of the Customer in accordance with the signing instruction contained in the mandate of account given to the Bank ("the Authorized Signatory") with company seal or chop, if required by the Customer. The hard copy payroll provided to the Bank must be initialed on every page and the last page signed by the Authorized Signatory. The Customer agrees that the contents on every page of the hard copy payroll bearing the initials or signature of the Authorized Signatory shall be correct and final and the Bank may rely on the correctness and accuracy of the information and authority of the Authorized Signatory without need for further verification. If the Customer wishes to amend the payroll list after it has been received by the Bank, it shall immediately contact the Bank (via email or phone) to notify its amendment request.
10. Submission by email. The Customer shall submit the soft copy payroll list together with the letter of debit authorization which must be duly signed by the Authorized Signatory with company seal or chop, if required by the Customer. The hard copy payroll must also be initialed and signed by the Authorized Signatory as specified in Clause 9 above and delivered to the Bank within TWO (2) business days of the electronic submission. If the Customer wishes to amend the payroll list after it has been received by the Bank, it shall immediately contact the Bank (via email or phone) to notify its amendment request.
11. Submission via the Bank's online banking platform. The Customer shall submit the payroll list in CSV format (or any other format acceptable to the Bank), select the Customer's account number from which payment will be debited, enter the payment date from which the Customer's account will be debited, submit to proceed with the payroll transaction and approve the transaction on the confirmation page. If the Customer wishes to amend the payroll list after it has been received by the Bank, it shall immediately contact the Bank via Message function on the Bank's online banking platform to notify its amendment request.
12. If the Customer informs the Bank that it wishes to recall, cancel or vary the payroll list after it has been received by the Bank via any of the submissions set out above, the Bank may (but is not obliged to) use its reasonable efforts to assist the Customer to do so, and shall not be liable for any loss, cost or expense suffered by the Customer if the Bank does not or is unable to vary, cancel or recall that Payroll payment. The Customer hereby agrees to indemnify the Bank on a full indemnity basis against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting the Customer to recall, cancel or varying a Payroll payment. Any alteration of the payroll list or letter of debit authorization must be signed in full by the Authorized Signatory.
13. The Bank is under no obligation and reserves the right not to proceed with the Payroll Service or impose additional costs and charges in the event the aforementioned requirements and procedures stipulated are not complied with by the Customer and/or if any information is incomplete. The Bank does not accept any responsibility or liability whatsoever in the event the Payroll Service is delayed or not performed as a result of such non-compliance or incomplete information.

### **Liability and Indemnity**

14. The Bank shall not be liable and the Customer shall indemnify and hold harmless the Bank and keep the Bank indemnified and held harmless against any consequences, demands, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused that may arise or be incurred by the Bank in providing the Payroll Service, or which the Bank may incur or sustain from or by reason of or in relation to the use, misuse or purported use or misuse of the Payroll Service.

15. The Bank, its officers, directors, employees and agents shall not be liable under any circumstances for any loss, liability or damage that may result from executing the Payroll Service (i) if the contents and information in the payroll list/files are inaccurate or incomplete or (ii) alterations have been made by any third party including the Customer's employees to the contents of the payroll list / files prior before receipt by the Bank

### **Customer's Responsibility**

16. The Customer agrees that it is the Customer's responsibility to input correct payroll information for its own employees in the payroll list/file, to ensure that all such information is kept complete and up to date, and to verify the accuracy of all such information. The Customer shall promptly report any issue or discrepancy to the Bank so that the appropriate corrective action can be taken by the Bank. The Customer acknowledges that the Bank will rely on the payroll list supplied to it by the Customer.
17. The Bank shall not be obliged to verify the accuracy of the Customer employee's account name and number. Where the Customer's payroll is made to another bank, the Bank shall not be responsible for any loss and damage caused to or suffered by the Customer arising from non-acceptance, rejection, delay or error by the receiving bank in crediting the account of the Customer's employee. The Customer shall be solely responsible for any consequences or penalties arising from provision of the inaccurate employee information to the Bank and shall promptly rectify any such inaccuracies/incompleteness.
18. In the event the Customer shall become aware or has discovered that inaccurate or incomplete employee information was provided by the Customer to the Bank, the Customer shall notify and cause its Authorized Signatory to notify the Bank immediately by way of a notice in writing and signed by the Authorized Signatory with the company seal or chop, if required by the Customer.
19. The Customer shall at all times maintain sufficient funds in the Customer's account designated for the Payroll Service. If there are insufficient funds in the designated account of the Customer, the Customer agrees that the Payroll Service will not be performed unless an alternative funding arrangement has been agreed between the Bank and the Customer in writing prior to or on the payroll processing date.
20. The Customer agrees to be bound by, observe and comply with the terms and conditions relating to the Payroll Service. The Customer further acknowledges that the Bank may at its sole discretion revise / amend / vary any of the terms and conditions of the Payroll Service and agrees to be bound by such amendments provided the Customer is notified of such changes through any means the Bank deems appropriate including electronic communication. The Customer's continued use of the Payroll Service will constitute acceptance of any such revision/amendment/variation.
21. The terms and conditions of this Payroll Service shall remain binding and in full force and effect until (a) the Bank discontinues its Payroll Service or, (b) the Customer provides a notice of termination to the Bank in accordance with Clause 5 above, subject always that any obligation, undertakings and liability of the Bank and/or the Customer (as the case may be) performed or accrued prior to such termination shall remain binding and enforceable.
22. The terms and conditions of this Payroll Service shall be governed and construed in accordance with the applicable laws of Brunei Darussalam and the Customer hereby submits to the non-exclusive jurisdiction of the Court of Brunei Darussalam.

In consideration of the Bank providing me/us with the Payroll Service, I/we hereby undertake and agree with the terms and conditions stated as above.

Authorized Signature(s) of \_\_\_\_\_  
(Name of Company)

Account No: \_\_\_\_\_.

(1)

(2)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

IC/passport No:

IC/passport No:

(3)

(4)

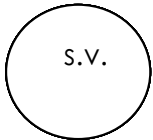
\_\_\_\_\_  
Name:

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Company seal , if required



Date : \_\_\_\_\_