

A. GENERAL

1. Baiduri Bank Group (“**the Bank**”) may at its sole and absolute discretion make available to the customer who has opened one or more accounts with the Bank (“**the Customer**”) the use of Baiduri Business i-Banking Service (“**the i-Banking Service**”) in respect of or in connection with any of the account(s) of the Customer.
2. The Customer may apply to the Bank for the use of i-Banking Service, but the Bank reserves the right at its sole discretion to reject or accept such applications and is not obliged to respond to any request for information from unsuccessful applicants or to assign any reason for such rejection.
3. Upon the acceptance of the Customer's application, the Bank will link the Customer own account(s) and/or pre-selected 3 rd party accounts as specified in the Customer's application form and approved by the Bank to the i-Banking Service. Accounts accessed using the i-Banking Service exclude trust accounts.

B. FEES, INTEREST AND OTHER AMOUNTS

1. The Bank may charge fees to the Customer from time to time for the provision of any service, software or equipment in connection with the i-Banking Service and in accordance with any fee schedule, letter or proposal from the Bank from time to time. The Customer shall pay to the Bank all fees, interest and other amounts due to or incurred by the Bank in respect of any service, software or equipment, 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.

C. TERMINATION

1. Either party may terminate the i-Banking Service by giving a written notice to the other and upon giving of such notice, the i-Banking Service shall be terminated immediately. A written notice given pursuant to this Clause shall be deemed given on the day of despatch (if sent by hand) or within three (3) days of posting, if sent by pre-paid registered post.
2. 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 5 business days thereof. 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 5 business days' written notice of its intention to take such possession.
3. In the event any of the account(s) of the Customer which is linked to the i-

Banking Service is terminated/closed for any reason whatsoever, the i-Banking Service in relation to that account(s) shall be terminated concurrently, without any further notice to the Customer.

4. All provisions of these terms and conditions, which by their nature should survive, such as warranty, disclaimers, limitations of liability, confidentiality, and governing law will survive termination of this service.

D. TRANSACTIONS

1. Transactions on the Customer's accounts made through the i-Banking Service are subject to the maximum daily limit of B\$150,000.00 (BRUNEI DOLLARS ONE HUNDRED FIFTY THOUSAND ONLY) (or such other monetary limit as may be varied by the Bank) and subject to such conditions as may be specified by the Bank from time to time at its absolute discretion. The Customer may specify a lower maximum daily limit subject to the condition that the Customer takes full responsibility for the lower limit the Customer has set.
2. The Bank is not obliged nor liable to make payments or transfers in respect of or in connection with any transactions performed or effected by the Customer if the Customer has not maintained sufficient funds in the Customer's account(s) specified by the Customer at the time the transaction is performed or effected. The Customer should ensure that there are sufficient funds in the specified Customer's account(s) with the Bank, before completing or effecting such transactions.
3. In respect of payments, remittances or fund transfers to other banks or organisations, the Bank is not under any obligation whatsoever to the Customer to verify or check the accuracy or correctness of the account numbers or the identity of the account holders of any account with any other bank or organisations (whether belong to the Customer or otherwise). Where payments and funds transfers are made to other banks and/or organisations, the Bank shall not be responsible for any loss or damage caused to or suffered by the Customer arising from non-acceptance or rejection by the receiving banks or any failure, delay or error by the receiving banks or billing organisations in crediting the account of the payee or beneficiary as specified by the Customer).
4. The Bank reserves the right at any time and from time to time to, without giving prior notice, (i) set, vary or cancel monetary limits as specified in Clause D1 above; and or (ii) amend, change and vary the terms and conditions, for any transactions, facilities, services and products that may be carried out through the use of the i-Banking Service.
5. Any transaction instructed by the Customer to be made, performed, processed or effected by with or through the use of the i-Banking Service prior to the relevant cut-off time as designated by the Bank from time to time at its sole discretion on any given day will in most cases be effected, entered, shown or recorded in the Bank on the same day. Transactions may take longer to be processed and effected if they are instructed after the cut-off time, or instructed on a Saturday, Sunday, public holiday or a non-banking day or if the other receiving banks or billing organisations do not process the transactions as soon as they receive the details of such transactions.
6. The Bank reserves the right to decline, refuse or to delay the performance of

any transaction requested by the Customer through the i-Banking Service for any reason whatsoever (including but not limited to where there is a suspected breach of security, or if a requested transaction exceeds the maximum limit) and the Bank is not liable to the Customer for such refusal or delay.

E. SECURITY AND CONFIDENTIALITY

1. The Bank may rely on the authority of each person designated (in an authorization letter or Director's Resolution acceptable to the Bank) ("**Authorised Person**") by the Customer to send transactions, requests, instructions ("**the Communication**") etc. on the Customer's behalf and to do any other act until the Bank has received written notice or other notice acceptable to the Bank to the contrary or of any change in the Authorised Person and the Bank has had reasonable time to act on such change (after which time it may rely on the change).
2. The Bank shall be entitled to act on every Communication transmitted to the Bank via the i-Banking Service and the Bank shall not be obliged to verify the content of such Communication, to establish the identity of the person giving it or to await any written confirmation from the Customer following the transmission of the Communication. All Communications to the Bank effected through the i-Banking Service are irrevocable and binding on the Customer and the Bank shall not be liable whatsoever to the Customer for acting on and executing the Communication transmitted to the Bank.
3. The Bank is not obliged to act on a Communication which is not transmitted in accordance with established procedures. The Bank may act on an incomplete Communication where, in the Bank's reasonable opinion, it contains sufficient information. The Bank has no duty to check for and shall not be liable for, errors or omissions made by the Customer or the duplication of any Communication by the Customer.
4. The Bank may refuse to execute any Communication where the Bank reasonably doubts its contents, authorization, origination or its compliance with the procedures.
5. If the Customer informs the Bank that it wishes to recall, cancel or vary a Communication after it has been received by the Bank, 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 Communication. The Customer hereby agrees to indemnify the Bank 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 Communication.
6. The Customer is advised not to give instructions or directions to the Bank to perform a transaction or otherwise or in respect of any matter concerning the Customer's accounts via e-mail. The Bank is under no obligation whatsoever to the Customer to act on any instructions or directions received via e-mail or to reply to any e-mail inquiries (whether digitally signed or not) from the Customer.
7. Once the Customer's application to use i-Banking Service has been approved by the Bank, the Bank will provide the Customer with the Baiduri Business i-Banking Service Personal Identification Number (PIN), User ID, Token PIN and

Token. The Customer or its Authorised Person is allowed access to the Service and to perform any available banking transaction upon the PIN, User ID and Token ID are correctly keyed in by the Customer or the Authorised Person and the Customer or the Authorised Person has agreed with the terms and conditions stated therein.

8. The Bank may at anytime in its sole and absolute discretion terminate, suspend or vary any service provided under the i-Banking Service or to invalidate or replace any of the PIN, the User ID, Token PIN and Token without assigning any reason and without prior notice to the Customer and shall not be liable or responsible for any loss or damage suffered by or caused by the Customer or arising out or connected with or by reason of such termination, suspension, variation, or invalidation or replacement.
9. The PIN, User ID, Token PIN and Token shall only be used by the Customer of the i-Banking Service and the Customer's Authorised Person to whom the PIN, User ID, Token PIN and Token are issued at the request of the Customer.
10. The Customer shall exercise and cause its Authorised Person to take extreme care to prevent the disclosure or unauthorized use by third parties of the PIN, User ID, Token PIN and Token. The token shall be kept in a secure place under lock and key by the Customer or its Authorised Person if not used.
11. The Customer or the Authorised Person shall notify the Bank immediately if any of the PIN, User ID, Token PIN or Token is disclosed to or used by (or is suspected to be disclosed to or used by) unauthorised third parties, or is lost or misplaced through theft or otherwise. Until such notification is actually communicated to the Bank (which notification is deemed communicated to the Bank upon the Customer submitting to the Bank the duly completed form as specified by the Bank and signed by the authorised signatory of the Customer), the Customer or its Authorised Person shall remain responsible for all transactions conducted through the i-Banking Services by any unauthorised person or for unauthorised purpose and the Bank is not responsible for such loss or damage suffered by the Customer or the Authorised Person.
12. The Customer must ensure that its Authorised Person shall not leave the computer terminal unattended nor allow any third party to use the computer terminal once logged on to the i-Banking Service. If the Authorised Person leaves the computer terminal, the Customer must ensure that the Authorised Person log off the i-Banking Service first. The Customer shall ensure that the Authorised Person has logged off from the i-Banking Service at the end of every session.
13. If the mandate of the Authorised Person to conduct transactions using the i-Banking Service has been cancelled or withdrawn by the Customer, the Customer shall immediately notify the Bank (which notification is deemed communicated to the Bank upon the Customer submitting to the Bank the duly completed form as specified by the Bank and signed by the authorised signatory of the Customer). The Customer shall be liable for all transactions performed or effected through the i-Banking Service by the Authorised Person prior to receipt of such notification from the Customer and cancellation of the Authorised Person's authority by the Bank.
14. In the event that any of the Customer's PIN, User ID, Token PIN or Token is exposed, stolen or lost due to any unauthorized or other hardware device(s) attached or loaded and/or software program(s) loaded or installed to/in the

computer or device which is used to access the i-Banking Service, the Bank shall not be responsible or liable for any loss, damage, embarrassment thereby incurred or suffered (whether directly or indirectly) by the Customer or the Authorised Person for any transaction that was initiated before the loss or the compromise is actually communicated to the Bank. Reports of such loss or compromise to the Bank shall be deemed communicated to the Bank upon the Customer submitting to the Bank the duly completed form as specified by the Bank and signed by the authorised signatory of the Customer).

15. The Bank is not responsible to prove that any unauthorized or other transaction is due to the above security breach. The Customer and its Authorised Person are solely responsible for the performance and protection of any internet browser used in connection with the i-Banking Service including adoption of security measures recommended from time to time by the providers of such browsers.

F. LIABILITY AND INDEMNITY

1. The Customer shall notify and cause its Authorised Person to notify the Bank immediately upon receipt of any data and information through the i-Banking Service that is not intended for the Customer. The Customer agrees that all such data or information shall be deleted from the Customer's computer system immediately and shall cause its Authorised Person to do the same and such data or information shall not be used or disclosed by the Customer and its Authorised Person.
2. The Customer shall notify the Bank immediately if the Customer or its Authorised Person believes, suspects or knows of any unauthorised access to the i-Banking Service or any unauthorised transaction or of a breach or potential breach of security to the i-Banking Service and the Bank shall not be responsible or liable for loss damage or embarrassment caused to the Customer arising from the above.
3. The token is the property of the Bank at all times. Upon termination of the use of the i-Banking Service, the Customer shall return and cause its Authorised Person to return the token to the Bank immediately. The Bank may levy a charge as the Bank shall decide for the loss, damage or replacement of token.
4. The Bank's records and any records of the instructions, communication, operations or transactions made or performed, processed or effected through the i-Banking Service by the Customer or the Authorised Person or any person purporting to be the Customer or the Authorised Person with or without the Customer's consent or any record or transactions carried out by the Bank or any person authorized by the Bank relating to or connected with the i-Banking Service shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of the transaction and the Customer's liability to the Bank, and the Customer agrees not to dispute the validity, accuracy or authenticity of any such records and evidence.
5. The Bank shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the Customer or the Authorised Person in relation to or in respect of any instructions, operations or transaction effected by the Customer or the Authorised Person or purported to be effected by the Customer or the Authorised Person using the i-Banking Service howsoever caused, including but not limited to, the Customer's non compliance with the i-

Banking Service instructions, the Bank's inability to provide services as a result of malfunction partial or total failure or any software programs, data processing systems, security systems, computer tele-transmission or telecommunications systems of the Bank, any bank financial institution or any person or organization involved in the above mentioned system or other circumstances beyond the Bank's control, including but not limited to disruption of business or operations, Act of God, war, warlike hostilities, riots, blockades, electrical power failure, spamming, virus attacks, hacking, strikes and embargoes and the Customer's or the Authorised Person's inaccurate keying in of instruction.

6. The Customer undertakes to indemnify the Bank from and against and in respect of all liabilities, losses, damages charges and expenses (including legal fee and costs on a full indemnity basis) claims demands actions and proceedings which The Bank may incur or sustain directly or indirectly from or by reason of or in relation to the use, misuse or purported use or misuse of the i-Banking Service due to any reason whatsoever, including but not limited to failure of software or failure of security on failure of computer peripheries as provided by any third party, which occurred to the computer terminal where the i-Banking Service is accessed from and shall pay such monies to the Bank immediately on demand.
7. The Customer acknowledges and agrees that the Bank has the sole and exclusive ownership and rights including all intellectual property rights in and to the Bank's i-Banking Service, including, without limitation to the Bank's website, the i-Banking Service website and all contents and any updates thereof.
8. The Bank shall be under no liability for any damage, loss or expense, suffered or incurred by the Customer due to any unsuccessful transaction using the i-Banking Service for any reason whatsoever. For the avoidance of doubt, the Bank shall not be liable to compensate the Customer for any loss of interest due to the unsuccessful transaction using the i-Banking Service.
9. The Customer shall not post or transfer and shall cause its Authorised Person not to post or transfer to the Bank's i-Banking website (nor include in any message) any material which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties' computer system. The Customer shall indemnify the Bank in respect of any liabilities, losses, expenses, or other costs whatsoever incurred as a result of a breach of the Customer's obligations under this clause, including but not limited to, any claims made against the Bank by any third party.

G. RESPONSIBILITY

1. The Bank does not guarantee access to any communications, processing or transaction system including that provided by the Bank and accepts no liability to the Customer for any period when any such communication system is unavailable or disrupted or for any related delays or disruption. The Customer is solely responsible for all consequences arising from or in connection with the use of the i-Banking Service and the reliance on any information or report contained herein.
2. The Bank reserves the right, without prior notice to the Customer, to change revise or modify the terms and conditions herein, the services provided and/or any fees to be imposed, at any time and from time to time hereafter, and the

Customer shall be bound by all changes made. The Customer agrees that the use of the i-Banking Services is also subject to the Bank's standard terms and conditions governing accounts opened with the Bank, which shall prevail in the event of any discrepancy between such terms and the terms of this i-Banking Service.

3. The terms herein shall be governed by and construed in accordance with the applicable laws of Brunei Darussalam in effect for the time being and the Customer hereby submits to the non-exclusive jurisdiction of Brunei Darussalam courts.

Bank's Standard Terms & Conditions Governing Bank Accounts

A. AGREEMENT BY CUSTOMER

1. The account holder ("**the Customer**") agrees to be bound and limited by the following terms and conditions governing the use of all savings, current and fixed deposit accounts in local and/or foreign currencies (to be referred to as "savings account", "current account", and "fixed deposit account(s)" respectively or accounts by any other name or howsoever called and collectively known as the "Account(s)" and references to "Account(s)" may mean one or more accounts) from time to time maintained with the Baiduri Bank Berhad ("**the Bank**").

B. ACCOUNTS

1. Cheque books will only be issued for Brunei dollar current account. The Bank may impose initial or minimum deposit requirements in relation to any current account. The Customer agrees to abide by such initial or minimum deposit requirements failing which the Customer agrees to pay any penalty or service charge imposed and charged by the Bank from time to time without prior notice. The Customer also agrees to pay any stamp duty to the Brunei Government as required by the Brunei Government from time to time.
2. When drawing cheques, the Customer shall be bound by the conditions subject to which cheque books are issued as printed on the inside cover of the cheque book and the Customer shall:
 - a) keep all cheques, cheque books and company chops/seals in a safe and secure place under lock and key at all times;
 - b) draw cheques in Brunei dollars only;
 - c) clearly state the amount in words and figures in the spaces provided on the cheque;
 - d) write words and figures close to the left-hand margin so that other words and figures cannot be inserted and add the word "only" after the amount stated in words;
 - e) countersign alterations to cheques with full signature and unless a

full signature is presented, the Bank reserves the right to return the cheques that have been altered; and

- f) acknowledge the need to exercise care when drawing cheques and agree not to draw cheques by any means which may enable the cheques to be altered in a manner which is not readily detectable;
 - g) not to pre-sign any incomplete cheques as this may lead to its fraudulent use;
 - h) draw cheques only when there is sufficient funds in the current account failing which the Bank shall have the absolute discretion to honour or dishonour such cheques and to impose penalty or service charge for any action taken. If the Bank decides to honour the cheques, Clause 12 of the Terms and Conditions herein shall apply;
 - i) not to use electronic typewriter/pen with erasable ink to write cheques;
3. In the event that the Customer loses any cheque book or cheque(s), whether through theft or otherwise, the Customer shall report such loss to the Bank immediately, whereupon the Bank shall be entitled (but not obliged) to stop payment on all such cheques and to levy on the Customer and debit the Account with an administrative charge therefor of such amount as the Bank may deem appropriate. Without prejudice to any other provision of these Terms and Conditions, the Customer's failure to report such loss to the Bank or to comply with the other requirements of this agreement would result in the Bank not being responsible or liable to the Customer for any fraudulent, forged or wrongful use of such cheques and any loss to the Customer arising as a result thereof.
4. Notice of stop payments must be in writing by letter to the Bank or through any of the authorized banking channel i.e. internet banking, and in accordance with the account mandate and must specify in full particulars of the cheque involved, provided that the Bank may at its sole discretion and without any obligation to do so or undertaking any liability by doing so, accept verbal instructions to stop payment. In the latter case, the Customer must follow up with a letter of stop cheque instruction to be received by the Bank within three (3) working days after the giving of such verbal instructions, failing which the Bank shall not be liable for any loss arising. In all cases, the Bank shall not be liable if the cheque(s) in question have already been paid or debited to the account prior to the Bank's actual receipt of the written stop payment instruction.
5. The Customer shall promptly notify the Bank in writing of any variation in his signature or that of the authorized signatories, the authorized manner of signing or the signature requirements. The Bank shall be entitled to a reasonable period of time (of not less than seven (7) business days from receipt) to process such notification of change.
6. The Bank shall be entitled in its absolute discretion to dishonour any cheque bearing a signature different from the specimen signature of the Customer or authorized signatory (as the case may be) or not signed in the authorized manner or not drawn in accordance with the signature requirements prevailing at the time of presentation.

7. Any alterations on cheques must be countersigned by the full and complete signature conforming to the specimen signature of the Customer or authorized signatory (as the case may be in accordance with the signature requirements). The Bank shall be entitled, in its absolute discretion, to dishonour cheques where alterations are not so countersigned.
8. Payment made by the Bank on the basis of a cheque or other financial instrument or a withdrawal or appropriate form bearing signatures which on the face of it appear to be similar to the authorized signature(s) shall be effective, valid and binding on the Customer and the Bank shall not be liable to the Customer in respect of such payment notwithstanding that the signatures may have been forged or obtained fraudulently or without authority or where the alteration and/or forgery is due to the act, omission, negligence or default of the Customer.
9. The Bank is authorised (but not obliged) to accept instructions given by telex, facsimile, transmission, telegraph, cable or telephone (collectively "oral instructions") from or purporting to be from Customer, with or without separate independent verification by the Bank's Officers as to the genuineness of such oral instructions, as long as the Bank's Officer receiving or acting on such oral instructions is satisfied as to the genuineness of such oral instructions. The Customer shall be bound by any act or omissions taken by the Bank in reliance on such oral instructions, regardless of whether such oral instructions have been given by someone other than the Customer or without the Customer's authority or consent and notwithstanding that such oral instructions are forged, fraudulent, ambiguous or misunderstood. Provided that the Bank's officer receiving or acting on such oral instruction is satisfied as to their genuineness and has acted in good faith thereon.
10. Any cheque deposited (whether through the use of ATMs or otherwise) shall be accepted for collection only and the proceeds shall not be available to the Customer until the cheque has been verified and cleared.
11. In the event whereby credit facilities are granted to a Customer account, the Bank is not required to honour any cheques drawn by the Customer, drafts, orders to pay or transfer, bills of exchange and promissory notes or any payments, withdrawals, interest, commissions and charges if the credit limit would be exceeded as a result. Without prejudice to the foregoing, if the Bank shall at its absolute discretion honour any cheques, drafts, orders to pay or transfer, bills of exchange and promissory notes or any payments, withdrawals, interest, commissions and charges notwithstanding such excess, the Bank may do so without prior approval from or notice to the Customer and the resultant excess together with interest, commissions and charges, will be immediately repayable upon demand by the Bank. Interest on the excess which shall be charged at the Bank's discretion. The Customer will indemnify and keep the Bank indemnified in full against all legal and other costs incurred by the Bank for recovery of the excess.
12. The Bank may at its discretion, debit an accounts with any cheques drawn by the Customer, drafts, orders to pay or transfer, bills of exchange and promissory notes or any payments, withdrawals, interest, commissions and charges, if this would result in a debit balance or an overdrawn position in the Account(s) and the Bank may do so without prior approval from or notice to the Customer. In the event that the Account(s) is overdrawn, all overdrawn together with interest, commissions and charges will be immediately repayable upon demand by the Bank. Interest shall be charged at the Bank's

discretion. The Customer will indemnify and keep the indemnified in full against all legal and other costs incurred by the Bank for recovery of the overdrawings.

13. Any unpaid interest shall be capitalized at the end of each calendar month and added to the principal amount then owing for the purpose of calculating interest subsequently.
14. The Bank reserves the right to close any Account(s) with a zero balance for two consecutive months or which remains inactive (credit entries of interest payment are not considered as customer activity) for such continuous period of time as may be determined at the discretion of the Bank.
15. Interest at such rates prescribed by the Bank from time to time is calculated on the minimum daily balances or on such balances and at such period as the Bank thinks fit from time to time. Interest earned will be credited to the savings account monthly but an account whose minimum daily balance or specified balance falls below the specified amount as set out by the Bank from time to time will not be credited with interest for that particular month. The Bank shall be entitled to change the interest rates or interest structure or the method or frequency of calculating interest from time to time without notice to Customer, on all accounts except fixed deposit account(s) during their tenure.
16. Withdrawals from a savings account may be made at the counter by the Customer on demand during normal banking hours and any payment made by the Bank to a person producing the passbook savings ("passbook"), and a withdrawal form purporting to be signed by the Customer shall have the same effect as if made by the Customer personally and will absolve the Bank from all liabilities to the Customer or to any other party. Withdrawals may not be made by means of cheques.
17. Every Customer who has been provided by the Bank with a passbook must present it for every withdrawal at the counter. No entries may be made in the passbook by the customer. Passbooks should be presented to the Bank as and when required by the Bank for any interest or unposted items to be entered. The passbook is not transferable or assignable and cannot be pledged or otherwise used as security. The Customer should examine the passbook after each deposit or withdrawal transaction before leaving the counter, to ensure that appropriate entry has been made therein. If no error is reported by the Customer within 14 days from the date of the transaction(s), then the transaction(s) is deemed to have been accepted by the Customer and to be correct and true and the Bank shall be free from all claims and liability in respect of such transaction(s).
18. Passbook should be kept in a secure place under lock and key. In the event of the loss of the passbook, the Bank may require the Customer to lodge a police report and immediate notice must be given to the Bank of the loss. The Bank may at its discretion close the account and transfer the existing credit sum to a new or existing account. The Customer is required to sign a letter of indemnity to the Bank indemnifying the Bank against all losses and damages resulting from Customer's loss of the passbook. The Bank may impose a charge for the replacement of a new passbook.
19. The passbook is for the Customer's reference and does not necessarily indicate the correct balance of the account as deposits or withdrawals may have been made or items charged without entry in the passbook. In the event

of discrepancies between the Bank's records and the entries in the passbook, the Bank's record shall prevail.

20. Account(s) which are inactive for a period of time as prescribed by the Bank will be transferred to "DORMANT" status. The Bank reserves the right to impose services charges on inactive Account(s), such service charges to be determined at the sole discretion of the Bank. Such service charges may be debited from the Accounts without the consent of the Customer at the Bank's sole discretion. The Customer may reactivate such inactive account(s) by notifying the Bank in person.
21. For Account(s) opened by a guardian in the name of minors(whether or not jointly with the guardian), the Bank will act on the instructions received from the guardian named on the account form, unless the Bank receives written notice to the contrary from the guardian or the relevant authorities or an order of court, but provided always that when the minor subsequently attains the age of eighteen, the Bank may at the Bank's sole discretion, upon receipt of a written instruction or notice from the minor, operate and deal with the said Account(s) exclusively in accordance to the instructions of the minor without regard to any contradictory instructions received from the guardian and the Bank shall not be liable to the guardian for the same.
22. In respect of any Account(s) that is in foreign currency, the Bank shall have the right to pay to the Customer on withdrawal by cash and/or cheque in the required and/or in any other currency to be determined by the Bank at the Bank's absolute discretion. Withdrawals in foreign currency cash are further subjected to availability of the currency in question. Commission in lieu of exchange may be applicable for withdrawals or deposit of cash in the same foreign currency.
23. All transactions relating to fixed deposits account(s) are accepted subject to the transaction hours set by the Bank from time to time for such deposits. Withdrawal of fixed deposits before the due date subject to approval by the Bank will be at the Bank's sole discretion and shall be subjected to the forfeiture of any interest and reimbursement of expenses incurred by the Bank and the payment of any additional costs for redeploying funds in the market as the Bank may think fit and such amounts may be deducted from the principal deposit sum before repayment of the balance.
24. The Bank will send to the Customer periodically a Statement of Account showing the transactions and balances in relation to the Account(s) and other banking services as specified by the Bank from time to time. The Customer agrees to examine and verify the correctness of each statement of account and the transactions stated therein and notify the Bank, within 14 days of such Statement of Account, in writing, of any alleged errors or omissions therein arising from whatever cause (including but without limitation from forgery, fraud, lack of authority or negligence of any person), failing which the Statement of Account shall be conclusive evidence as the balance shown therein and be binding on the Customer and the Customer shall be deemed to have waived any rights to raise objections or pursue remedies against the Bank relating thereto, and the Bank shall be free from all claims in respect of the Account(s).
25. Bank may at any time rectify errors or omissions in any statement or advice or passbook and any statement or advice or passbook so rectified shall be binding on the Customer. The Bank has the right to demand refund of and/or debit any account of customer with the Bank without notice or consent of the

Customer for any overpayment into the account(s) arising from such errors or omissions.

C. GENERAL

1.
 - a) The Bank may at its sole discretion impose from time to time such charges as it may determine for services rendered and is authorised to debit the Account(s) of the Customer with all such charges. Such charges shall not be refunded by the Bank upon termination of any or all of the Account(s). The Customer accepts the charges as laid down in the Bank's tariffs, which may be amended from time to time.
 - b) The Bank shall have no obligation to notify the Customer of the amounts or rates of any charges levied against the Account(s) or of any new charges levied in respect of the Account(s) or of the interest structure, interest calculations or interest rate(s) or the debit or credit balances in the Account(s), or of any changes in any of the foregoing. The onus is on the Customer to check with the Bank on such charges and rates.
 - c) If the Bank retains solicitors or engages a legal firm to enforce or protect any of its rights or advise it on any dispute relating to the Account(s), whether or not judicial or other proceedings are actually taken, the Customer shall indemnify the Bank for all costs, fees and charges arising therefrom or incidental thereto (including but without limitation to legal costs and expenses on a full indemnity basis).
2. The Bank reserves the right to destroy any cheques relating to the Account(s) after scanning of the cheques. The Customer agrees that a production of an image of the cheques shall be sufficient to verify transactions on the cheques in the event of dispute.
3. If the Account(s) is in the names of more than one person:-
 - a) each such person shall be deemed to be an Account(s) holder for the purposes of these terms and conditions;
 - b) the obligations of the Joint Account(s) holders or partners of any business partnership accounts in respect of the Account(s) and hereunder shall be joint and several;
 - c) unless otherwise expressly provided in the Terms and Conditions herein, the Bank is hereby authorized by each Joint Account(s) holder or partners of any business partnership accounts to honour all cheques, telephone instructions, directions, other instruments and transactions signed and effected by the Joint Account (s) holders or the partners or their authorized signatories in accordance to the Account(s) mandate;
 - d) the Bank may credit the Account(s) with items collected on behalf of any one or more Account(s) holders;

- e) any notice given to one Joint Account(s) holder shall be deemed sufficient notice to all Account(s) holders; and
- f) in the event the Bank receives ambiguous or conflicting instructions or any other instructions in connection with the Joint Account(s) or business partnership or corporate accounts, or in connection with the closure, withdrawals, stopping or operation of such Account(s) or change of mailing address of such Account(s), or the Bank becomes aware of any dispute, or in any other circumstances as the Bank may deem appropriate, then notwithstanding anything to the contrary in the Account(s) mandate or any other letter or document, the Bank shall be entitled to decline to act and to insist that it acts only on the unanimous instructions of all the Account(s) holders or if so decided by the Bank, on unanimous instructions of all the signatories authorised to operate the Account(s). If the Bank has so acted in accordance with such ambiguous, conflicting or other instructions, the Bank is entitled to reverse or retract any action or transaction that the Bank has taken so that Account(s) are put in the original position they were in before the Bank took such action. In all and any of the cases set out in this paragraph, the Bank shall have no liability to any of the Joint Account(s) holders or to the partners, authorised signatories, shareholders or directors of the business or corporation comprising the Customer and the Customer shall have no claims against the Bank;
- g) in the event of notice of death of a Joint Account(s) holder (except in the case of joint accounts designated as trust or executors accounts), the Bank shall have the right to notwithstanding anything in the Account(s) mandate to the contrary, 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 Account(s) on satisfactory proof of death subject to the survivor(s) giving all written indemnity to the Bank upon terms satisfactory to the Bank and any provisions of law or an order of court and further subject to the rights of the Bank 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;
- h) where the account mandate provides for operation of the Account(s) whether by a single Account Holder signatory or by some of the Account Holders or by all the Account Holders of the Joint Account(s) / business partnership accounts, then if a bankruptcy petition is presented against any one of the Joint Account(s) holder or any partner or if any one of the Joint Account(s) holders or any partner becomes bankrupt, insane or otherwise mentally disable, the Bank shall be entitled to freeze or suspend operations on the Account(s) and refuse access to the funds therein, without liability to the Customer upon notice of such bankruptcy, insanity or mental disability, until such time when the joint instructions from the trustee in bankruptcy or the official receiver or the appointed legal representative of the insane or mentally disabled Joint Account(s) holder and the remaining Joint Account(s) holder(s) or the partner and the other remaining partners have been obtained regarding the ownership and further use of the funds in the Account(s) and the operation of the Accounts and the Bank shall have received the necessary indemnities in writing from such parties as the Bank may require upon terms satisfactory to the Bank. Notwithstanding the

above, the Bank reserves the right to obtain a direction of the Court by way of interpleader or other proceedings and all such costs incurred in connection therewith shall be paid by the Customer.

For the purpose of this paragraph, persons under any mental disability shall include without limitation persons who are mentally incompetent as well as persons who are in a state of comatose and persons in relation to whom any court may order the appointment of a legal representative to manage his affairs;

- i) In the event of notice of death of a partner of business partnership accounts, notwithstanding anything contrary to the mandate of the Accounts or the Terms and Conditions herein, the Bank shall be entitled to stop, freeze or suspend operations of the Account(s) and refuse access to the funds therein, without any liability to the Customer and, if the Bank deems necessary, to open a new account for the partnership;
4. All communications to the Customer sent by ordinary post addressed to the latest correspondence address on record with the Bank shall be deemed to have been duly delivered to and received by the Customer within 7 days from the date of posting.
5. The Customer warrants that all particulars given to the Bank are, to the best of the Customer's knowledge, accurate and undertakes to notify the Bank of any changes thereto in writing.
6. Either the Bank or the Customer may terminate and close the Account(s) by written notice to the other party to that effect. In either case, the Customer shall without delay or further demand:-
 - a) return to the Bank all of bank cards and cheque books issued to him or at his request and
 - b) pay to the Bank the full amount outstanding to the Bank including but not limited to amounts owing under credit cards accounts and other loan facilities together with all related charges thereunder (including the amount of any cheques or any items not then presented to the Bank for payment), for which the Customer shall remain fully responsible notwithstanding such termination. Without limiting the generality of the foregoing, all of such sums become immediately due and payable (without further demand) in the event of the death, or bankruptcy of the Customer;
7. Unless due to the willful default of the Bank, the Bank shall not be liable for any failure to provide any service or to perform any obligations or for any loss or damage howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstance whatsoever including but not limited to power failure, the failure of any computer, machine, data processing system network, any telecommunication systems, the internet, or transmission link including Personal i-Banking, m-Banking and Business i- Banking or bank cards or credit cards or ATM, the withdrawal of ATM services in other countries (which services will be governed by local regulations), the temporary insufficiency of funds in such machines, the failure to carry out the Customer's instructions given over the telephone or to send a monthly statement to the Customer, or

otherwise howsoever caused.

8. The Customer shall keep the Bank indemnified on a full indemnity basis at all times against, and save the Bank harmless from all actions, proceedings, claims, losses, liabilities, damages, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank performing its obligations hereunder or acting upon the Customer's instruction (whether written or oral) unless due to the willful default of the Bank, such indemnity shall continue notwithstanding the termination of the Account(s).
9. The Bank shall be entitled at any time and without notice to the Customer to set-off or combine or consolidate the outstanding balance of any account of the Customer with any other account which the Customer maintains with the Bank towards the satisfaction of the Customer's liability to the Bank irrespective of whether such liability of the Customer relates to any debit or negative balances in any Account(s) of whatsoever type or nature or monies owing to the Bank under any credit facilities granted and irrespective if the Account(s) are maintained in the same or different currencies. This includes the balances held by the Customer jointly with another person(s). The Bank's right hereunder should not be affected by the Customer's death or legal incapacity. The Bank may effect any necessary conversions at the rate of exchange at which the Bank is able to purchase the currency of the Customer's obligations or at the Bank's own prevailing rate of exchange, as the Bank may select at its absolute discretion.

If the amount of an obligation is unascertained, the Bank may estimate that amount and set-off in respect of that estimate, subject to a final settlement being made between the Customer and the Bank when the amount of the obligation is ascertained. The foregoing shall be without prejudice and in addition to any right of set-off, combination of account, lien, security or other right to which any party is at any otherwise entitled (by operation of law) .

All deposits, cash balances and other securities, property and assets of the Customer in the Bank's possession shall be and are hereby pledged, charged and assigned or mortgaged to the Bank as security for the full discharge of the Customer's obligations and liabilities to the Bank wheresoever and howsoever incurred. The Bank may at any time and without notice of the Customer combine or consolidate or merge the balances in all and/or any accounts of the Customer (of whatever account type and whether mature or not and notwithstanding any special conditions attached to the account) and the Customer's obligations and exercise such right of set-off.

The Bank may refuse withdrawals of the Customer's funds or property if any of the Customer's obligations or liabilities to the Bank are outstanding and unpaid. If the Customer does not or is unable to repay upon demand any of the Customer's obligations or liabilities to the Bank or in the event of bankruptcy or insolvency or execution proceedings or any third party claims, the Bank is authorized, without notice to the Customer, to realise break or uplift (whether at or prior to maturity) any fixed or cash deposits, and to sell by public or private sale any securities, property and assets of the Customer in the Bank's possession, and apply the proceeds to discharge all or part of the Customer's obligations or liabilities to the Bank. The Bank shall be entitled to charge the Customer for all costs and expenses incurred by the Bank in connection with such set-off, combination, consolidation, realisation and sale, and claim from the Customer any deficiency arising thereupon.

10. The Bank shall have no responsibility to the Customer for any diminution of

funds due to taxes, imposts or depreciation. The Bank shall not be liable for funds standing to the credit of account(s) if they are unavailable due to laws, regulations, restrictions or convertibility or transferability requisitions, exchange control restrictions, sanctions, orders or directives from any judicial, governmental, statutory or regulatory authority, involuntary transfers, moratoriums, expropriations, distraints of any character, garnishee orders, acts of war or civil strife-or similar cause beyond its control, whether current or impending and whether arising in Brunei Darussalam or in any other place, and regardless of whether such restrictions, requisitions, sanctions orders, directives, transfers, moratoriums, expropriations, distraints or similar cause are lawful or unlawful or issued in excess of authority or otherwise. If the relevant currency's country of origin restricts or has impending restrictions on the availability, credit or transfers of such funds, the Bank shall be under no obligation to pay to the Customer the funds in Account(s), whether in the original currency or otherwise, and if the Bank does so, the Bank may do so in such currency and with the relevant amount converted at such exchange rate(s), the Bank deems appropriate. In addition, encashment of drafts issued by Bank or payment of funds electronically transferred out of the Account(s) are subject to the laws, rules and regulations of the country in which the draft is encashed or the payment is made. The Bank may freeze or suspend operation of any or all Accounts and/or services if as a result of force majeure, calamity or conditions, industrial action, computer breakdown or sabotage or any reason whatsoever the Bank's records, accounts or services are not available or access thereto is hindered or prohibited.

11. The Customer consents to the Bank disclosing or requesting any information whatsoever regarding the Customer, the money and other relevant particulars of the Account(s):-
- a) to or from any person participating in the provision of services to the Bank (including, but not limited to, debt collection, legal, accounting, auditing, printing or mailing of cheque book, passbook, stationery or other documents, and management, delivery, electronic and investigation services) whether in Brunei Darussalam or outside Brunei Darussalam, under or in connection with the Account(s);
 - b) to or from the police or other public officers conducting an investigation in connection with any offence;
 - c) to or from banks, financial institutions or credit or charge card companies;
 - d) to or from any other person, authority, having jurisdiction over the Bank court of law or entity whatsoever, in Brunei Darussalam or elsewhere, for any purpose whatsoever, where such disclosure is required by a directives, guidelines, law, regulation, judgement or order of court or order of any other tribunal;
 - e) to or from any Joint Account(s) holder or authorised signatory of any Account(s) of the Customer, or any insurer, guarantor or provider of security in relation to the Customer or any account(s), or the auditor of the Customer or any member, partner, director or shareholder of the Customer; or
 - f) to or from the Bank's head office, branches, representative offices, subsidiaries, related corporations or affiliates, in Brunei Darussalam

or overseas, for any database purposes or any other purpose or purposes whatsoever;

g) to or from any association or body of which the Bank is a member or a subscriber;

12. The Terms and Conditions herein shall be governed by and construed in accordance with the applicable laws of Brunei Darussalam in effect for the time being and the Customer hereby submits to the non-exclusive jurisdiction of Brunei Darussalam courts.
13. The Bank may amend, add to, or delete any provision of these Terms and Conditions at its sole discretion, by posting notice of such changes in the bank hall of the Bank's premises in Brunei Darussalam, or posting notice of such changes near its ATM machines in Brunei Darussalam, including but not limited to publication on the website, pamphlets and/or by any other reasonable means of notification of such changes, and the Customer shall be bound by such changes immediately upon such posting or notification. If such change is unacceptable, the Customer shall promptly discontinue operating the Account(s) and close the Account(s). Continuing with the operation of an account or service after posting or notification of any such change shall be deemed to be agreement to such change in relation to that account and service.
14. In the event of any conflict between the terms hereof and the terms of any Account(s) opening form, application form or mandate to the Bank, the terms hereof shall prevail. The terms hereof shall be read together with the terms of any Account opening form, application form or mandate.