

BAIDURI SMART EXECUTIVE PROGRAMME 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 the Baiduri Smart Executive Programme, you are deemed to have read, understood and agreed to be bound by these Terms and Conditions (as may be amended or supplemented) governing the use of the Baiduri Smart Executive Programme banking services and other privileges and other terms and conditions as may be prescribed by Baiduri Bank Sendirian Berhad ("Bank") from time to time including with respect to any new or additional services and/or products made available by the Bank from time to time.

1.2 To qualify as a Baiduri Smart Executive Programme member and maintain your Baiduri Smart Executive Programme membership status, you must at all times meet the Baiduri Smart Executive Programme membership criteria ("Membership Criteria"), which is published on the Bank's website at <https://www.baiduri.com.bn/smart-executive/about>. 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 Membership Criteria and any conditions applicable to the Baiduri Smart eligibility, the Bank, may at its discretion cancel your Baiduri Smart Executive Programme membership. The bank conducts quarterly reviews on Baiduri Smart Executive Programme memberships and once you are unable to meet the eligibility criteria, the bank will continue to monitor your accounts for the next three (3) months. If you fail to satisfy the eligibility criteria after this period, the Bank shall cancel your Baiduri Smart Executive Programme membership status and you will no longer have access to Baiduri Smart Executive Programme benefits and privileges. Subsequently, the Bank will notify you of such change via email.

4 If you no longer wish to be a Baiduri Smart Executive Programme member, you should notify the Bank in writing. Your Baiduri Smart Executive Programme membership status will thereafter be converted to a standard current or savings account and you will no longer have access to Baiduri Smart Executive Programme benefits and privileges.

1.5 The Bank reserves the right and discretion to approve or reject your application to be a Baiduri Smart Executive Programme member without providing any reason.

1.6 The Bank reserves the right and discretion to terminate your membership as a Baiduri Smart Executive Programme member in the event/instance of misuse or improper usage of the services provided, effective immediately upon notification to you via email.

1.7 Customers are not allowed to hold membership in both Baiduri Prestige and Baiduri Smart Executive programmes concurrently. Customer may only choose to keep membership in the former or the latter at any one time.

2. Products and services.

2.1 As a member of the Baiduri Smart Executive Programme, the Bank may introduce to you a range of products and services which is published on the Bank's website at

<https://www.baiduri.com.bn/smart-executive>. 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.

2.2 Additionally, the Bank from time to time may provide other rewards and special offers. The terms and conditions and any additional new terms and conditions that accompany any such offer will be applicable.

2.3 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.

2.4 The Bank may at any time vary, withdraw, add, amend, revise, or suspend the products, services, or other privileges available to you 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 through a notice: (a) on 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 attention may not have been caught by the aforesaid notification.

2.5 The Bank's current product, services, and privileges as well as the applicable terms and conditions are available to you from the Bank's website at www.baiduri.com.bn. 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.

3. Review

3.1 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 [2.4] and will take effect and become binding on you at the time stated in Clause [2.4].

3.2 The Bank may also 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.

4. Information we collect, use, and disclose

4.1 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.

Section 2 – 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 Negara 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 the products, services, or other privileges of the Baiduri Smart 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 Negara Brunei Darussalam, and you agree to submit to the exclusive jurisdiction of the Courts of Negara Brunei Darussalam.