

TERMS AND CONDITIONS GOVERNING ACCOUNTS

A. **AGREEMENT BY CUSTOMER**

1. The account holder ("the Customer") agrees to be bound by the following terms and conditions governing the use of all savings, current, deposit or other accounts in local and/or foreign currencies (to be referred to as "savings account", "current account", and "deposit account(s)" respectively or accounts by any other name or howsoever called and collectively known as the "Account(s)". References to "Account(s)" may mean one or more accounts) from time to time maintained with Baiduri Bank Sendirian Berhad and/or Baiduri Finance Berhad ("the Bank/Finance").
2. Baiduri Bank Sendirian Berhad or Baiduri Finance Berhad, in compliance with laws and regulations, may not make one or more of the financial products or accounts referred in this terms and conditions available.

B. **ACCOUNTS (If offered by the Bank/Finance)**

CURRENT ACCOUNTS

1. Chequebooks are issued for Brunei dollar current account.
2. When drawing cheques, the Customer shall be bound by the conditions to which chequebooks are issued as printed on the inside cover of the chequebook and as stated herein below:
 - (a) keep all cheques, chequebooks and company chops/seals in a safe and secure place under lock and key at all times;
 - (b) not to pre-sign any incomplete cheques;
 - (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) not to use electronic typewriter/pen with erasable or disappearing ink to write cheques;
 - (f) exercise care when drawing cheques and agree not to draw cheques by any means which may allow or enable the cheques to be altered in a manner which is not readily detectable;
 - (g) draw cheques in Brunei dollars only. In the event that the Bank/Finance, at the Bank/Finance's sole discretion, agree to honour cheque(s) drawn in currency other than in Brunei dollars, the Bank/Finance will convert the said currency to Brunei dollars base on an exchange rate that is determined by the Bank/Finance at the Bank/Finance's sole discretion. Further, in the event that the Bank/Finance, at the Bank/Finance's sole discretion, issue chequebooks for current account held in currency other than in Brunei dollars, cheques drawn on these accounts are to be drawn in the said currency of the respective accounts;
 - (h) draw cheques only when there is sufficient fund in the current account failing which the Bank/Finance 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/Finance decides to honour the cheques, Clause 7 of the Terms and Conditions herein shall apply;
3. In the event that the Customer loses any chequebook or cheque(s), whether through theft or otherwise, the Customer shall report such loss to the Bank/Finance immediately, whereupon the Bank/Finance shall be entitled (but not obliged) to stop payment on all such cheques. Without prejudice to any other provision of these Terms and Conditions, the Customer's failure to report such loss to the Bank/Finance or to comply with the other requirements of this agreement would result in the Bank/Finance 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 of cheques must be in writing by letter to the Bank/Finance, and in accordance with the account mandate and must specify in full particulars of the cheque involved. The Bank/Finance 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 and in such an event, the Bank/Finance shall not be liable for any loss arising. Notwithstanding the above, the Bank/Finance shall not be liable if the cheque(s) in question have already been paid or debited to the account prior to the Bank/Finance's actual receipt of the written stop payment instruction.
5. The Bank/Finance 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 or having any alteration.
6. Payment made by the Bank/Finance 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/Finance 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.
7. The Bank/Finance may at its discretion, debit any or all of the Account(s) 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, and if this would result in an overdrawn position or an overdrawn position in excess of the Customer's credit facility or limit in any or all of the Account(s), the Bank/Finance may do so without prior approval from or notice to the Customer. In such an event, all overdrawings together with interest, commissions and charges will be immediately repayable upon demand by the Bank/Finance and interest shall be charged at the Bank/Finance's discretion. The Customer will indemnify and keep the indemnified in full against all legal and other costs incurred by the Bank/Finance for recovery of the overdrawings and interest, commission and charges incurred thereby.
8. 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.

SAVINGS ACCOUNTS

9. For the Customer who has applied for a savings account with a passbook, the Customer:
 - (a) Shall not transfer or assign or pledge or otherwise use as security the passbook
 - (b) Shall not detach or allow to be detached (except by the Bank/Finance) any pages of the passbooks which are numbered
 - (c) Shall not make or allow any third party (except by the Bank/Finance) to make any entry correction or writing of any kind in the passbook
 - (d) Shall present the passbook for every transaction made at the counter of the Bank/Finance
 - (e) Shall examine the passbook after each deposit or withdrawal transaction made at the counter of the Bank/Finance before leaving the counter to ensure that the appropriate entry has been made therein and if otherwise, to inform the Bank/Finance immediately
 - (f) Shall update the passbook on a monthly (30 days) basis at the Bank/Finance counter and examine the passbook after each update for any inappropriate entry made therein and if so, to inform the Bank/Finance immediately
 - (g) In the event of the loss of the passbook, must immediately notify the Bank/Finance in writing and provide a letter of indemnity to indemnify the Bank/Finance against all losses and damages resulting from the loss.

Note: The Bank/Finance may at its sole discretion close the account and transfer the existing credit sum to a new or another existing account. The Bank/Finance may impose a charge for the replacement of the old passbook or for issuance of a passbook for the new account.

10. For transaction(s) made at the counter of the Bank/Finance, if the Customer reports no error within 3 working days from the date of the transaction(s) then the said transaction(s) is deemed to have been accepted by the Customer to be correct and true and the Bank/Finance shall be free from all claims and liability in respect of such transaction(s).
11. For any other transaction(s) except for transaction(s) made at the counter of the Bank/Finance, if the Customer reports no error within 45 days from the date of transaction(s), then the said transaction(s) is deemed to have been accepted by the Customer to be correct and true and the Bank/Finance shall be free from all claims and liability in respect of such transaction(s).
12. The Bank/Finance may at its sole discretion allow 3rd party withdrawal on a savings account upon the written request of the Customer subject to the terms and requirements of the Bank/Finance, if any, and, such withdrawal shall have the same effect as if made by the Customer personally.

DEPOSIT ACCOUNTS

13. Withdrawal or Termination of deposits before the due date is subject to approval of the Bank/Finance and will be at the Bank/Finance's sole discretion and shall be subjected to the forfeiture of any interest and reimbursement of expenses incurred by the Bank/Finance and the payment of any additional costs for redeploying funds in the market as the Bank/Finance may think fit and such amounts may be deducted from the principal deposit sum before repayment of the balance.

Term or Fixed Deposit Certificates are not negotiable or transferable.

The Term or Fixed Deposits may be payable by cashier's order or cheque at the sole discretion of the Bank/Finance.

STATEMENTS/ADVICES/ERRORS/OMMISSIONS

14. The Customer agrees to examine and verify the correctness of all statements sent by the Bank/Finance on a periodical basis showing the transactions and balances in relation to any or all of the Account(s) as specified by the Bank/Finance from time to time and notify the Bank/Finance, within 14 days of the said statement being sent, 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 said statement 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/Finance relating thereto, and the Bank/Finance shall be free from all claims in respect of the Account(s).
15. Bank/Finance may at any time rectify errors or omissions in any statement or advice or passbook or certificate and any statement or advice or passbook or certificate so rectified shall be binding on the Customer. The Bank/Finance has the right to demand refund of and/or debit any account of customer with the Bank/Finance without notice or consent of the Customer for any overpayment into the account(s) arising from such errors or omissions.

C. GENERAL

1. The Bank/Finance may at the Bank/Finance's sole discretion, require proof of identity before accepting any transaction to any Account(s).
2. (a) The Bank/Finance may at its sole discretion effect such charges as it may determine for services rendered including amongst others, {i} responding to enquiries, {ii} provision of documents, and {iii} provision and notification of account balances/account transactions/account related matters. Such charges may not necessarily have been updated into the Bank/Finance's tariffs.
- (b) The Customer accepts the charges as laid down in the Bank/Finance's tariffs, which may be amended from time to time. The Bank/Finance shall notify the customers any revised or new charges or rate of charges by post or online communication or any other method. The Customer is able to check the prevailing charges or rate of charges through the Bank's website or other method accepted for communication.

- (c) The Customer agrees to pay any stamp duty to the Brunei Government as required by the Brunei Government from time to time.
 - (d) The Bank/Finance may at its sole discretion impose initial or minimum deposit requirements in relation to any or all of the Account(s). The Customer agrees to abide by such initial or minimum deposit requirements failing which the Customer agrees to pay the charges imposed.
 - (e) The Bank/Finance is authorized to debit the Account(s) of the Customer with all or any charges, commission and/or duty pursuant to the terms and conditions herein or any other documents without prior notice to and/or the consent of the Customer and such charges and/or duty shall not be refunded by the Bank/Finance upon termination of any or all of the Account(s).
 - (f) With respect to payment of interest on credit balances, if applicable, the Bank/Finance shall be entitled without notice to the Customer, from time to time, to change the interest rates or interest structure or the method or frequency of calculating interest or the method or frequency of payment of interest to the Customer.
3. The Bank/Finance reserves the right to apply such service charges as determined at the sole discretion of the Bank/Finance for Account(s) which are inactive ["Dormant"], for a period of time and impose additional requirements for activation of these Account(s). Continued inactivity of the Account(s) may lead to the Account(s) balance(s) being transferred to the government as "Unclaimed Money" in accordance to regulatory requirements and the Account(s) will be closed. The Account(s) balance(s) will have to be claimed directly from the government and no interest will be paid on the Account(s) balance(s). The current period of inactivity applicable to the above is 72 months and this said period may change as and when determined by the government.
4. In respect of any Account(s) that is in foreign currency, the Bank/Finance shall have the right to pay to the Customer on withdrawal by cash and/or by cheque in the respective currency and/or in any other currency to be determined by the Bank/Finance at the Bank/Finance's absolute discretion. Withdrawals in foreign currency cash are further subjected to availability of the currency in question. Commission may be applicable for withdrawals or deposit of cash in the foreign currency.
5. 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 less any charges applicable.
6. If the Customer comprises of more than one individual (the "Joint Account(s) Holders") or is a business partnership of two or more partners (the "Partners");
- (a) the obligations of the Joint Account(s) holders or Partners in respect of an Account(s) shall be joint and several;
 - (b) the Bank/Finance may credit the Account(s) with items collected on behalf of any one or more Joint Account(s) holders or Partners;
 - (c) any notice given to one Joint Account(s) holder or Partner shall be deemed sufficient notice to the Customer; and
 - (d) where the account mandate provides for the operation of the Account(s) by a single Joint Account(s) Holder or a Partner or by several Joint Account(s) Holder or Partners or by all the Joint Account(s) Holders or Partners, in the event a bankruptcy petition is presented against any one of the Joint Account(s) Holders or Partners or if any one of the Joint Account(s) Holders or Partners becomes bankrupt, insane or otherwise mentally disable, the Bank/Finance shall be entitled to freeze or suspend operations on the Account(s), without any liability to the Customer upon notice of such bankruptcy, insanity or mental disability, until such time that 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 or Partner and the remaining Joint Account(s) Holder(s) or Partner(s) 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/Finance shall have received the

document(s) and/or indemnity(ies) as required by the Bank/Finance. Notwithstanding the above, the Bank/Finance 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.

- (e) In the event of notice of death of a Joint Account(s) Holder or a Partner, notwithstanding anything contrary to the mandate of the Accounts or the Terms and Conditions herein, the Bank/Finance shall be entitled to, without any liability to the Customer, stop, freeze or suspend operations of the Account(s) and, if the Bank/Finance deems necessary, to open a new account, or permit the survivors of the Account(s) to transact on the Account(s) subject to the survivor(s) providing the necessary document(s) and/or information and/or indemnity(ies) as required by the Bank/Finance and by any provisions of law or order of court and further subject to the rights of the Bank/Finance 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.
7. (a) For Account(s) opened by a guardian in the name of minors (whether or not jointly with the guardian), the Bank/Finance will act on the instructions received from the guardian named on the account form, unless the Bank/Finance 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/Finance may at the Bank/Finance'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/Finance shall not be liable to the guardian for the same.
- (b) For Accounts opened pursuant to an order of court for the benefit of or on trust for minors or persons under mental illness or any others, the account opening form shall be completed by the person authorised in the court order. The Bank/Finance will act based on the instruction of the authorised person appointed in the court order and who completed the account opening form in operating and dealing with the said account. The Bank will have no obligations to investigate, check and/or ensure any act done in accordance to the instruction of the authorised person is beneficial to the beneficiaries of the account.
8. Notwithstanding anything to the contrary in the Account(s) mandate or any other letters or documents, the Bank/Finance reserves the right at the Bank/Finance's sole discretion, on receiving instructions which in the Bank/Finance's opinion are ambiguous or conflicting or which would or might cause the Bank/Finance to contravene any law or regulation (whether or not having legal and binding effect) instructions (the "said instruction(s)") in respect of the "Account(s)", to act on any of the said instruction(s) or to decline to act on any of the said instruction(s) or to request for further document or authorization prior to acting on any of the said instruction(s) or to freeze the Account(s) and suspend operation on the Account(s) and/or to apply to the Court for direction by way of interpleader or other proceedings for which all costs incurred in connection therewith shall be paid by the Customer. If the Bank/Finance has so acted in accordance with any of the said instruction(s), the Bank/Finance is entitled to reserve or retract any action or transaction that the Bank/Finance has taken so that the respective Account(s) is put in the original position that they were in before the Bank/Finance took such action. In all and any of the cases set out in this paragraph, the Bank/Finance shall have no liability to the Customer or respective authorized signatories, shareholders or directors and the Customer or respective authorized signatories, shareholders or directors shall have no claims against the Bank/Finance.
9. The Bank/Finance is authorized (but not obliged) to accept instructions given by telex, facsimile transmission, SWIFT, email (with the scanned instruction attached, if any) or other form of electronic communication or telephone (collectively "oral instructions") from or purporting to be from Customer, with or without separate independent verification by the Bank/Finance's Officers as to the genuineness of such oral instructions, as long as the Bank/Finance'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/Finance 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/Finance's officer receiving or acting on such oral instruction is satisfied as to their genuineness and has acted in good faith thereon.

The Bank/Finance may at its discretion record telephone instructions by writing and/or tape recording and/or any other method and the Customer irrevocably consent to the taping and/or other means of recording, by or on the Bank/Finance's behalf of oral and telephone conversation between the Bank/Finance's representatives and the Customer. The Bank/Finance's record of any such instructions shall be conclusive and binding and may be used by the Bank/Finance as evidence in any dispute that may arise.

The time and date as shown on the Bank/Finance's as imprinted on any undated document received by the Bank/Finance from the customer shall be conclusive evidence of the time and date of such document.

10. The Bank/Finance may in its absolute discretion, without assigning any reason whatsoever, terminate or close any or all of the Account(s) by written notice to the customer. In such a case, the Customer shall without delay or further demand:-
 - (a) return to the Bank/Finance all of bank cards, internet banking tokens, chequebooks and any other items issued in respect of the Account(s) to the Customer and
 - (b) pay to the Bank/Finance the full amount outstanding to the Bank/Finance 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/Finance 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.
11. Unless due to the willful default of the Bank/Finance, the Bank/Finance 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, Business i-Banking and FAST 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.
12. The Customer shall keep the Bank/Finance indemnified at all times against, all actions, proceedings, claims, losses, liabilities, damages, costs and expenses, which may be brought against the Bank/Finance and/or pay the Bank/Finance on full indemnity basis on costs and expenses suffered or incurred by the Bank/Finance and arising out of or in connection with the Bank/Finance performing its obligations hereunder or acting upon the Customer's instruction (whether written or oral) unless due to the willful default of the Bank/Finance, and such indemnity shall continue notwithstanding the termination of the Account(s) and or the relationship of Bank/Finance and Customer. If the Bank/Finance retains or engages solicitors to enforce or protect any of its rights or advise it on matters and/or disputes relating to the Account(s), whether or not judicial or other proceedings are actually taken, the Customer shall indemnify the Bank/Finance 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.
13. The Customer agrees that the Bank/Finance shall be entitled to rely, but not bound to do so at all times, on the Bank/Finance's tariffs for its services as a measure of the loss or damage or costs and expense to be indemnified by the Customer according to the provisions herein. The Customer shall also be liable to pay to the Bank/Finance for services rendered or actions taken by the Bank/Finance connected with the Bank/Finance [i] acting upon the Customer's instructions (whether written or oral) or [ii] performing its obligations hereunder Or under the law, in connection with the Account(s). Where there is no prescribed tariff for any such services the Bank/Finance shall be entitled to recover from the Customer such amount as the Bank/Finance shall in its sole discretion deem reasonable compensation for the services rendered. All losses, damages, costs and expenses and charges shall be debited to the Account(s) at the sole discretion of the Bank/Finance.

14. (a) Without prejudice and in addition to any existing rights which the Bank/Finance may be entitled to at law in equity or otherwise, the Bank/Finance may at any time and from time to time and without notice to the Customer, transfer, apply, utilise, combine, set-off or otherwise deal with any sum standing to the credit of all or any of the Account(s) (whether matured or unmatured fixed deposits, savings, current account or otherwise) held solely or jointly with others in or outside Brunei Darussalam in or towards the satisfaction of outstanding debt or any of the liabilities or indebtedness owed to the Bank/Finance by the Customer or by any companies in which the Customer own shares (including without limitation, any subsidiaries) (collectively "the Related Companies") (whether such liabilities or indebtedness are present, future, actual or contingent and whether in the names of the Related Companies alone or jointly with other or jointly and severally with others and whether as principal or as surety) and the Bank/Finance may do so notwithstanding that the balances on such accounts and such liabilities may not be expressed in the same currency or maintained at the same branch, and for the purpose of exercising any rights under this clause or rights under general law the Bank/Finance is authorized to effect any necessary conversions at the Bank/Finance's own rate of exchange at the time prevailing or order rate available to the Bank/Finance. The Bank/Finance's right hereunder should not be affected by the Customer's death or legal incapacity.
- (b) If the amount of an obligation is unascertained, the Bank/Finance 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/Finance when the amount of the obligation is ascertained.
- (c) All deposits, cash balances and other securities, unit trusts, property and assets of the Customer in the Bank/Finance's possession shall be and are hereby pledged, charged and assigned or mortgaged to the Bank/Finance as security for the full discharge of the Customer's obligations and liabilities to the Bank/Finance wheresoever and howsoever incurred. The Bank/Finance may refuse withdrawals of the Customer's funds or property if any of the Customer's obligations or liabilities to the Bank/Finance are outstanding and unpaid.
- (d) If the Customer does not or is unable to repay upon demand any of the Customer's obligations or liabilities to the Bank/Finance or in the event of bankruptcy or insolvency or execution proceedings or any third party claims, the Bank/Finance 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, unit trusts, property and assets of the Customer in the Bank/Finance's possession, and apply the proceeds to discharge all or part of the Customer's obligations or liabilities to the Bank/Finance. The Bank/Finance shall be entitled to charge the Customer for all costs and expenses incurred by the Bank/Finance in connection with such set-off, combination, consolidation, realisation and sale, and claim from the Customer any deficiency arising thereupon.
15. The Bank/Finance shall have no responsibility to the Customer for any diminution of funds due to taxes, imposts or depreciation. The Bank/Finance 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/Finance 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/Finance does so, the Bank/Finance may do so in such currency and with the relevant amount converted at such exchange rate(s), the Bank/Finance deems appropriate. In addition, encashment of drafts issued by Bank/Finance 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/Finance 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/Finance's records, accounts or services are not available or access thereto is hindered or prohibited. Notwithstanding anything contained herein, the Bank/Finance shall have the right to, without prior notice or consent, intercept customer payment details or stop customer's payment or transfer or transacting in order to comply with anti-money laundering or anti-terrorist financing regulations or requirements or other directives or sanctions imposed upon the Bank/Finance and in such situation, the Bank/Finance shall not be liable for any

delay or loss suffered by the customer. The customer shall provide any additional information the Bank/Finance reasonably requires to comply with any laws or regulations in Brunei Darussalam or any other country.

16. The Customer consents to the Bank/Finance disclosing or requesting any information whatsoever regarding the Customer, and the Account(s) as set out below:-

- (a) to or from any person participating in the provision of services to the Bank and/or engaged or employed by the Bank/Finance to carry out or to perform any work or services for or on behalf of the Bank/Finance and for the Bank/Finance's purpose(s), including performing duties and/or function(s) of or performed by or carried on by the Bank/Finance, outsourced by the Bank/Finance (including but not limited to, debt collection, legal, accounting, auditing, printing or mailing of chequebook, passbook, stationery or other documents, and management, delivery, electronic and investigation services) whether in Brunei Darussalam or outside Brunei Darussalam;
- (b) to or from the police or other public officers conducting an investigation in connection with any offence or otherwise;
- (c) to or from banks, financial institutions or credit or charge card companies;
- (d) to or from any credit bureau, or government authority or bodies or any other person having jurisdiction over the Bank/Finance, or court of law in Brunei Darussalam or elsewhere, or any regulatory or tax authority in any jurisdiction, for any purpose whatsoever, where such disclosure is required by a directives, guidelines, law, regulation, judgment 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 of any member, partner, director or shareholder of the Customer; or
- (f) to or from the Bank/Finance'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/Finance is a member or a subscriber and for which members may include but may not be limited to financial institutions or corporates.

The Customer agree that the Customer shall not make any claim or take any action whatsoever against the Bank for any loss or damage or remedy whatsoever and howsoever arising as a result of the Bank disclosing information (whether correctly or incorrectly) or requesting and receiving information (whether correctly or incorrectly) as mentioned in clause 15 or the recipient disclosing such information from the Bank to third parties whether with or without knowledge of the Bank.

17. The Customer warrants that all particulars given to the Bank/Finance are, to the best of the Customer's knowledge, accurate and undertakes to notify the Bank/Finance of any changes thereto in writing.

18. The Customer shall promptly notify the Bank/Finance in writing of any variation in the Customer's signature or that of the authorized signatories, the authorized manner of signing or the signature requirements. The Bank/Finance shall be entitled to a reasonable period (of not less than seven (7) business days from receipt) to process such notification of change.

19. All communications and notices from the Customer on any Account(s) shall be forwarded by the Customer to the branch of the Bank/Finance where the said Account(s) is domiciled unless otherwise specifically advised by the Bank/Finance. The Bank/Finance shall be entitled to a reasonable period of time as determined by the Bank/Finance to act on and process such communications and notices.

20. The Bank/Finance may amend, add to, or delete any provision of these Terms and Conditions at its sole discretion, by posting notice of such changes at the Bank/Finance's premises in Brunei Darussalam or near its ATM machines in Brunei Darussalam, publish 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 from the date specified by the Bank in the notification. If such change is unacceptable, the Customer

shall within seven (7) days after the Bank/Finance has posted, published or issued such notice, inform the Bank/Finance to discontinue operating the Account(s) and close the Account(s). If the Customer does not inform the discontinuance of operating and termination of the Account(s) within the seven (7) days period, the Customer is deemed to have accepted such changes in the Terms and Conditions.

21. All communications to the Customer sent by post whether by ordinary or registered post addressed to the latest correspondence and/or registered and/or residential address as stated in the Customer's account mandate in respect of the Account or your last know place of business, occupation or abode in Brunei Darussalam with the Bank/Finance shall be deemed to have been duly delivered to and received by the Customer within 5 days from the date of posting.
22. The Terms and Conditions herein shall be governed by and construed in accordance with the applicable laws of Brunei Darussalam. If so decided at the sole discretion of the Bank/Finance, the Customer will submit to any other jurisdiction outside of Brunei Darussalam.
23. The rights remedies powers and privileges provided herein are cumulative and are not exclusive of any rights remedies powers and privileges provided by laws.
24. In these Terms and Conditions, all words importing the masculine gender shall include the feminine gender and words in the singular shall include the plural and vice versa.
25. The terms hereof shall be read together with the terms of any Account opening form, application form or mandate. 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/Finance, the terms hereof will apply unless otherwise decided otherwise by the Bank/Finance at the Bank/Finance's sole discretion.