



ALLIANCE BANK

**Alliance Bank Malaysia Berhad (“ABMB”)
Foreign Currency Account
Terms and Conditions**

General

1. Foreign Currency Account is available for Malaysian individuals aged eighteen (18) years & above, including permanent residents and foreigners with valid identity documents. The customer agrees that in addition and without prejudice to any of the Terms and Conditions herein, where applicable, the Terms and Conditions herein shall be governed by and be subjected to any rules, regulations and guidelines issued from time to time by Bank Negara Malaysia, the Association of Banks in Malaysia and any other relevant regulatory bodies.
2. This Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Malaysian courts.

Deposits and Withdrawals

3. Deposits into the Foreign Currency Account will be for a term and rate as agreed with ABMB.
 - a. ABMB reserves the right to impose any such limits on the amounts and terms of deposit including but not limited to the minimum deposit limits which may be subject to change from time to time.
4. Minimum initial placement is as follows:-
 - a. Foreign Currency Current Account ("FCCA"): FCY1,000 equivalent of the foreign currencies except for Japanese Yen(JPY) which should be a minimum of JPY 10,000
 - b. Foreign Currency Fixed Deposit ("FCFD"): FCY5,000 equivalent of the foreign currencies

FCCA

5. No cheque book will be issued for this account.

FCFD

6. The tenure available for FCFD are 7 days, 14 days, 21 days, 1 month, 3 months, 6 months, 9 months and 12 months.
7. Withdrawal of deposits can be made only on maturity. ABMB may at its discretion allow premature withdrawal of deposits provided always that any loss/penalty charges for such withdrawals shall be fully borne by the Customer. Penalty charges are as follows:
 - a. No interest is payable if the FCFD is uplifted before the completion of three (3) months.
 - b. Where the FCFD is uplifted before maturity but after completion of three (3) months, interest will be paid at half the original contracted rate for each completed month(s). This term is only applicable for FCFD under tenure 3 months and above.
8. With effect from 1 January 2019 no interest will be paid for premature withdrawal/upliftment of the Fixed Deposit that is placed or renewed prior and or from 1 January 2018. The same applies for Fixed Deposit or Alliance FDGold opened via **allianceonline**.
9. Partial withdrawal is not allowed.
10. Withdrawals can only be made at the branch where the initial deposit was made.
11. Notwithstanding the above, if the maturity date falls on a non-business day, any renewal/disposal instructions by Customer will be carried out on the next business day. (e.g.: If the maturity date of the FCFD deposits falls on a non-working day, the maturity date will remain unchanged and interest will be paid for the non-working day(s)).
12. The Customer is required to give clear and specific instructions in writing with regards to the withdrawal of the deposits. Such instructions should reach ABMB before the close of business stating when to be withdrawn. Backdated instruction is not allowed. ABMB shall be entitled to refuse or refrain from carrying out such instructions if the signature(s) on any such document appears to differ from the specimen signature of the Customer or

the authorised signatories. All alterations in such instructions should be verified by the Customer's signature according to the specimen signature card. ABMB shall not be responsible for any loss or damage to the Customer where such instructions are incomplete or ambiguous or where the amount of the deposit is insufficient to cover ABMB charges and the amount specified in such instructions.

Joint Accounts

13. Customers are allowed to open a joint account.
14. Subject to any applicable legislation and without prejudice to ABMB's right of consolidation and set-off contained herein or ABMB's rights in respect of such balance or securities arising out of any lien charge pledge counter-claim or otherwise, ABMB shall be entitled to pay the balance standing to the credit to the account to the survivor(s) in the event of death of any or one of the joint Accountholder and such payment constitutes valid discharge by ABMB on the amount due in the account.(s),

Notwithstanding the above, ABMB may take any step as it may find desirable in the event there are any claim by any person other than the survivor(s).

Fees and Charges

15. The Customer agrees that ABMB shall be entitled to charge for any of its services provided to the Customer at the rates as notified by ABMB to the Customer from time to time.
16. Unless otherwise specified herein, ABMB's fees & charges exclude any current and future taxes (if any) that may be imposed, under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, ABMB shall be entitled to recover such taxes from you.

Loss of receipts (Applicable for FCFD only)

17. The Customer should immediately inform ABMB in the event of any loss of the original FCFD receipt by giving notice in writing to ABMB. Upon execution of any indemnity and payment for the stamp duty charges based on the prevailing rate, ABMB will issue a duplicate FCFD receipt to the Customer and the Customer agrees that ABMB is entitled to impose a service charge of RM5.00 for replacement of each lost original FCFD receipt.

Statement of Account (Applicable for FCCA only)

18. A statement of account setting out all the transactions on the account will be sent once a month to the Customer. The Customer agrees to examine and notify ABMB in writing of any errors or discrepancies in the statement. The Customer further agrees that if the Customer fails to advise ABMB in writing of the non-receipt of the statement or to notify ABMB of any errors or discrepancies in the statement within fourteen (14) days from the date of the statement, ABMB's accounts or records shall be conclusive evidence of the transaction entries and balances in such accounts and the Customer shall be conclusively to have accepted all matters contained in the statement as true and accurate in all respects.
Any amendment thereafter of the statement shall be at the discretion of ABMB.

Limitation of Liability

19. ABMB shall not be responsible for and the Customer shall indemnify ABMB and against all losses, costs and expenses which may be incurred by the Customer or by ABMB in connection with any or all of the accounts or ABMB's execution of any instructions (notwithstanding such instructions may be fraudulent or unauthorised) or if any of the Customer's accounts or any part thereof is reduced or frozen by any government or official authority.
20. The Customer further agrees that when ABMB incurs liability for or at the Customer's request or on behalf of the Customer, any funds or securities or other valuable deposited with ABMB (whether deposited by way of security, safe custody or for any other specific

purpose) belonging to the Customer and in the hands of ABMB shall automatically become security to ABMB and ABMB shall have the right to retain such funds or securities or other valuable or any part thereof or the refuse and reject the Customer's request or written order to withdraw any money from the account until the liability is settled.

21. The Customer agrees that ABMB shall not be responsible for or liable to the Customer either for any diminution in the currency of the deposit due to taxes, imposts or depreciation or for the unavailability of any currency due to restriction or convertibility, requisitions, involuntary transfer, exercise of military or usurped powers or any other causes whatsoever which are beyond ABMB's control.
22. The Customer accepts the risk of foreign acts of state in respect of the unavailability of the repayment of the deposit if such repayment is rendered illegal or deferred by any act or order of the Government of the currency involved or of the country where such deposit is alternatively placed and ABMB shall incur no liability by reason of any change in the applicable law, governmental regulation or order, of the country of currency or in the country where the deposit is placed

Closure of Account

23. ABMB reserves the right to close the Customer's account by serving fourteen (14) days' prior notice by ordinary mail addressed to the Customer's last known address registered with ABMB or in such form and manner as determined by ABMB and shall not be bound to disclose any reason thereof.

Change of Address, Signature or Particulars

24. Any change of address or signature(s) or other particulars that are recorded with ABMB shall be notified to ABMB in writing promptly. All communications including the service of any legal documents sent by post or left at the Customer's last known address registered with ABMB shall be deemed to have been made on the date stipulated in the notices and/or date of posting to and received by the Customer.

Right of set-off

25. ABMB, in addition to any general lien or other similar right to which it is entitled by law, may at any time with notice given to customer, combine or consolidate any or all of the Customer's accounts with ABMB of any description and whether in Ringgit Malaysia or in any other currency or set-off or transfer any sum standing to the credit of such accounts towards satisfaction of any sums due to ABMB by the Customer. The Customer hereby authorises ABMB to effect any such combination, consolidation, set-off or transfer with the necessary conversions at ABMB's prevailing exchange rates which shall be determined by ABMB's.

Disclosure of Information

26. You consent to and authorise ABMB and its officers and employees to disclose and furnish all information concerning your particulars and affairs (financial or otherwise), account details, relationship with ABMB, the terms of agreement and any other matters relating to you or its business and operations to the following classes of persons in such manner and to such extent as ABMB at its may consider necessary:
 - a) ABMB's related companies by virtue of Section 7 of the Companies Act 2016 or any associated company of ABMB (ABMB together with the aforesaid related/associated companies are collectively referred as "Alliance Bank Group") and their assignees and successors-in-title. For avoidance of doubt, disclosure to the Alliance Bank Group shall be for facilitating the operations, businesses, cross-selling and other purposes of ABMB and/or the Alliance Bank Group provided always that disclosure for cross-selling purposes shall not be effected if such disclosure is objected by you upon written notification to ABMB;
 - b) Any person for or in connection with any legal action or proceeding taken to recover monies due and payable by you to ABMB;

- c) Regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States and Common Reporting Standards;
- d) Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad (if applicable) and any other relevant authority as may be authorised by law to obtain such information, or such authorities/agencies established by Bank Negara Malaysia, or any agency established by the Association of Banks in Malaysia / Association of Islamic Banks in Malaysia;
- e) Central Credit Reference Information System, credit bureaus, credit reporting agencies and corporations set up for the purposes of collecting and providing credit information unauthorised or licensed under Credit Reporting Agency Act;
- f) ABMB's accountants, auditors, lawyers, advisors, consultants and/or other authorised agents as may be required for the proper performance of their functions, duties and obligations to ABMB and the Alliance Bank Group;
- g) ABMB's service providers, nominees, agents, contractors or third party service providers engaged by ABMB and its related or associated companies to carry out ABMB's functions and activities;
- h) An external party as may be required for any corporate exercises/due diligence activities undertaken by ABMB and/or the Alliance Bank Group;
- i) Any party which in the future may express intention to acquire an interest/shareholding in ABMB / pursuant to any proposed arrangement, composition, merger, acquisition/restructuring between ABMB and such parties; and
- j) Any other persons or entities with your prior consent. You hereby irrevocably consent to such disclosure and confirm that ABMB, Alliance Bank Group, its officers and employees shall not be liable for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with the terms contained herein.

Anti-Bribery and Corruption

27. The Bank has instituted and maintains policies and procedures designed to prevent bribery and corruption by the Bank and its directors, officers, or employees; and to the best of the Bank's knowledge, neither the Bank nor any director, officer, or employee of the Bank has engaged in any activity or conduct which would violate any anti-bribery or anti-corruption law or regulation applicable to the Bank. The Bank has not, and covenants that it will not, in connection with the conduct of its business activities, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly to any individual.

By virtue of applying for this product, Customer hereby acknowledges that it has been made aware of the Bank's anti-bribery and corruption summary of the policy available at <https://www.alliancebank.com.my/Anti-Bribery-and-Corruption-Summary-of-Policy.aspx> and further covenants/undertakes that it shall not indulge in such corrupt practices in whatsoever manner whether directly or indirectly with any directors, officers or employees of the Bank.

Change in Terms and Conditions

28. ABMB may reserve the right to add, vary and/or modify or amend any of this Terms and Conditions at any time at its discretion; and such additions, variations and modifications shall be posted from time to time with prior notice in ABMB and/or advertised in the press and the website.

29. The continued operation or non-closure of the account or use of the services by the

depositor/account holder(s) after the effective date of such change of the Terms and Conditions contained herein shall be constituted as acceptance of such changes by the depositor/account holder(s)

Perbadanan Insurans Deposit Malaysia (PIDM)

30. All Conventional deposits are protected by PIDM up to RM250,000 for each depositor.

Disputes

1. If there are any service related queries or complaints, you may write to info@alliancefg.com
2. If your query or complaint is not satisfactorily solved by ABMB, you may write to Ombudsman for Financial Services (OFS) - enquiry@ofs.org.my.