Alliance Bank Malaysia Berhad

Business Deposits (Conventional)

Terms & Conditions

Applicable for Basic Current Account / Current Account / Basic Savings Account / Foreign Currency Account / Fixed Deposit Account and Foreign Currency Fixed Deposit Account (collectively referred to as Business Deposit Accounts).

Applicable Law
All the above-mentioned products are governed by the applicable laws of Malaysia by the Terms and Conditions of Alliance Bank Malaysia Berhad ("the Bank") and banking practices effective from the date of opening of the account or as amended, enacted or adopted thereafter. Any such change shall be effective upon notification to the depositor by advertisement, display of notice in the Bank's branches lobby and websites or any other means that as may be determined.

1. Basic Current Account / Current Account / Basic Savings Account / Foreign Currency Current Account:

1.1 Basic Current Account
- a) Applicable for non-individual customers.
- b) Minimum initial deposit of Ringgit Malaysia One Hundred (RM100.00) is required or an amount to be advised by the Bank from time to time.

1.2 Current Account
- a) Applicable for non-individual customers.
- b) Minimum initial deposit of Ringgit Malaysia Five Hundred (RM500.00) is required or an amount to be advised by the Bank from time to time.

1.3 Basic Savings Account
- a) Applicable for non-individual customers.
- b) Minimum initial deposit of Ringgit Malaysia Twenty (RM20.00) is required or an amount to be advised by the Bank from time to time

1.4 Foreign Currency Current Account ("FCCA")
- a) Applicable for non-individual customers.
- b) The Bank will determine the account as either Trade Foreign Currency Account (TFCA) or Investment Foreign Currency Account (IFCA) based on the purpose stated by the customer at the time of opening.
- c) Minimum initial placement is as follows for both TFCA and IFCA: Foreign Currency One Thousand (FCY1,000.00) equivalent of the foreign currencies except for the Japanese Yen Ten Thousand (JPY10,000).

2. Fixed Deposit Account / Foreign Currency Fixed Deposit:

2.1 Fixed Deposit Account
- a) Applicable for non-individual customers.
- b) Tenure / Minimum Deposit: The term for the Fixed Deposit placement shall be from one (1) month to sixty (60) months. A minimum deposit of Ringgit Malaysia Five Thousand (RM5,000.00) is required for a one (1) month placement and for other tenures i.e. two (2) months and above is a minimum of Ringgit Malaysia Five Hundred (RM500.00).
- c) The Fixed Deposit Account can also be opened through Alliance BizSmart® online banking. No physical certificate will be issued for such placements of Fixed Deposit.

2.2 Foreign Currency Fixed Deposit ("FCFD")
- a) Applicable for non-individual customers.
- b) The Bank will determine the account as Investment Foreign Currency Account (IFCA) based on the purpose stated by the customer at the time of opening
- c) Minimum initial placement is: Foreign Currency Five Thousand (FCY5,000.00) equivalent of foreign currencies.

d) The tenures available for FCFD are 7 days, 14 days, 21 days, 1 month, 3 months, 6 months, 9 months and 12 months.
e) In the event if the placement of FCFD is sourced from a TFCA, the placed fund and the interest earned shall credit back into the TFCA upon maturity of placement.

(Sections 2.3 – 2.5 applies to both Fixed Deposit Account and FCFD)

2.3 Placement

The Fixed Deposit Account becomes effective upon placement of cash, account transfer or local cheques. Local cheques accepted are subject to clearance of the said cheques.

a) The customer is required to inform the Bank at the time of placement as to the treatment of the deposit on its due date. In the absence of any instructions by the customer, the Bank may renew the deposit for the same term at the then- prevailing rate. In the event of the customer changing the instruction after the placement, the customer will need to withdraw and perform a new placement.

2.4 Interest

a) Business Current Account and Business Basic Current Account.

Product	Business Current Account	Business Basic Current Account
Interest Offering	Subject to actual offering	No interest offering
Interest Crediting Frequency	Will pay interest, if any, from time to time be determined by the bank and will be credited at month end or at such other interval as the Bank may determine according to its policies	Not Applicable
Early Withdrawal Impact	Not Applicable	Not Applicable
Interest in Calculation Method	$\text{Daily Closing Balance} \times \text{Interest Rate (\% p.a.)} \times \frac{\text{Number of days}}{365}$	Not Applicable
Worked Example	RM100,000 maintained for 30 days at 1.25% p.a. Interest: $\frac{\text{RM100,000} \times 1.25\% \times 30}{365}$ = RM102.74	Not Applicable

b) Business Basic Savings Account.

Product	Business Basic Savings Account
Interest Offering	0.25% p.a.
Interest Crediting Frequency	Interest is calculated daily and credited to account every six months.
Early Withdrawal Impact	Not Applicable
Interest in Calculation Method	$\frac{\text{Daily Closing Balance} \times \text{Interest Rate (\% p.a.)} \times \text{Number of days}}{365}$
Worked Example	RM100,000 maintained for 30 days at 0.25% p.a. Interest: $\frac{\text{RM100,000} \times 0.25\% \times 30}{365}$ = RM20.55

c) Business Fixed Deposit.

Product	Business Fixed Deposit
Interest Offering	For interest rate offering, please refer to https://www.alliancebank.com.my/Interest-Rates.
Interest Crediting Frequency	• The Fixed Deposit Account will earn interest at the contracted rate and interest will be calculated daily based on the same rate. • The interest will be credited to an account with the Bank. • Interest is paid on maturity for tenures of 1 to 12 months and 6-monthly for tenures above 12 months.
Early Withdrawal Impact	With effect from 1 January 2019, no interest will be paid for premature withdrawal of the Fixed Deposit that is placed or renewed prior and or from 1 January 2018. The same applies for Fixed Deposit opened via Alliance BizSmart®.
Interest in Calculation Method	$\frac{\text{Principal} \times \text{Interest Rate (\% p.a.)} \times \text{Tenure}}{365}$
Worked Example	RM100,000 maintained for 3 months at 2.30% p.a. Interest: $\frac{\text{RM100,000} \times 2.30\% \times 3}{12}$ = RM575.00

2.5 Renewal and Withdrawal

a) Effective 1st December 2021, customers are not required to present the original Fixed Deposit receipt or certificate for renewal or withdrawal of the Fixed Deposit.

b) The Fixed Deposit receipt or certificate serves only as a confirmation of the placement of the Fixed Deposit and is not a document of title.

c) When the Bank has allowed a Fixed Deposit to be withdrawn by the accountholder without submission of the original Fixed Deposit receipt or certificate to the Bank, the original receipt or certificate shall be null and void thereafter. Retention of the original receipt or certificate does not grant any rights to the accountholder.

d) The records available with the Bank as to the withdrawal of the Fixed Deposit by the accountholder shall be final, conclusive and binding on the Accountholder.

e) Pursuant to the "Unclaimed Moneys Act 1965 (Revised 2002)", the funds / balances in the Fixed Deposit shall be sent to the Registrar of Unclaimed Moneys ("RUM") if the last transaction date (including auto renewal instruction date) is more than seven (7) years. Prior to such transfer of funds / balances to RUM, the Bank will send a notice advising the customer to renew or withdraw the Fixed Deposit to avoid the monies being transferred to the RUM.

f) Fixed Deposit placed via Alliance BizSmart® can only be withdrawn via Alliance BizSmart®.

g) Renewals or withdrawals of a Fixed Deposit by a company at the Bank's branch must be supported by a letter of instruction signed by the authorised signatory(ies) of the company. Such letter of instruction shall include authorisation for a third party if the renewal or withdrawal transaction is done by a third party at the branch.

h) Partial withdrawal of the deposit shall not be allowed during the tenure of the Fixed Deposit.

3. External Account

3.1 An external account may be opened by a non-resident (i.e. a firm, institution or company which is not a resident). A non-resident is not permitted to have a resident account.

3.2 The sources and uses of funds in an External Account are subject to the rules imposed under the Financial Services Act 2013 and Foreign Exchange Notices.

3.3 The Bank has the right to decline or further request for information or supporting documents to verify the needs to open the External Account.

4. Cheques

4.1 For Basic Current Account / Current Account with cheque book facilities, withdrawals can be made through:

(i) encashment of cash cheques at the Bank's teller counter; or
(ii) at any of the Bank's Automatic Teller Machines (ATM); or
(iii) any other ATM network (MEPS) of which the Bank is a member; or
(iv) transfer of funds via Alliance BizSmart® or
(v) through a withdrawal slip which must be completed and signed by customer (only applicable for selected categories of customers) for over-the-counter withdrawals.

4.2 The Bank is empowered to honour and comply with all cheques, promissory notes and other notes drawn and all bills accepted on behalf of the account holder(s), to comply with all instructions given for or in respect of any account or accounts of any kind whatsoever on behalf of the account holder(s) and to accept and act upon all receipts for monies deposited with the Bank on any account or account(s) in the name of the account holder(s) provided that such cheques, promissory notes, orders, bills, instructions or receipts are signed by the account holder(s), partners, director or by the authorised signatory(ies) whether the account is in credit or debit balance.

4.3 All cheques sent to the Bank by post for the credit of the customer's account must be accompanied by a letter or the completed deposit slip so that there can be no doubt as to how the cheques are to be applied.

4.4 Deposits of cash / cheques and other instruments should be made by completing our prescribed deposit slips, which are available at the Bank. When the customer makes a deposit to their account, they will receive a copy, which must bear the initials of an authorised Officer of the Bank or be validated by a teller machine. Cheques are received for collection only and the temporary receipt should not be construed to mean that the cheque deposited into the customer's account has been cleared. The customer may only draw against it after sufficient time of cheques clearance has lapsed for dishonoured items to be returned.

4.5 Although every endeavor is made to process all deposits slips on the day of receipt, cheques, drafts, money orders, etc., lodged in the afternoon may not be in time for clearing to other Banks on the same day and will go forward for clearance the following business day. The relevant times applicable to each office vary and the Bank shall be pleased to supply further information upon request. Notice of dishonoured cheques will be given as soon as possible once received by the Bank.

4.6 Cheques and other instruments deposited, and which have been subsequently dishonoured will be returned.

a) The advice which is password protected will be emailed to the latest address maintained with the Bank or
b) Mailed by post if no email address is maintained with the Bank.

4.7 Cheque books are available only for use with Basic Current Account / Current Account with cheque book facilities. No cheque book will be issued for Basic Savings Account and FCCA.

4.8 Customers shall use only cheques supplied by the Bank at all times to draw on their respective accounts. When issuing cheques, customers are to ensure that the amount, both in words and figures are written distinctly and in such a way that the insertion of any word or figure should be prevented. A line drawn " _____ "or the word "only" or "sahaja" should be added after the amount expressed in words.

4.9 The Bank is restricting the deposit of cheques payable to the account holder(s) only.

4.10 The customer shall ensure that sufficient funds are maintained in their account at all times for payment of cheques issued. Charges (pls refer to https://www.alliancebank.com.my/fees-and-charges) will be imposed for every returned cheque owing to insufficient funds in the customer's Current Account. A warning will be issued after the first cheque is issued for reason of insufficient funds. The Bank reserves the right to perform checking via Host Dishonoured Cheque (HDC) Inquiry and to close the account if three or more cheques issued, according to the Bank's policies, by the account holder(s) are returned by the Bank for reason of insufficient funds, within a twelve-month period, in one calendar year.

4.11 The Bank shall have the right to refuse to honour cheques where the signature of the account holder(s) differs from the specimen signature provided to the Bank. No alterations shall be made to cheques. The Bank reserves the right to dishonour and return cheques that in the Bank's opinion bear any form of alteration, according to the bank's policies (whether countersigned by a customer or otherwise).

4.12 If the customer wishes to stop payment on a cheque, the customer must give the Bank full particulars of the cheque to be countermanded in writing and sign the letter in the same manner as cheques drawn on the customer account. Stop Payment instruction may be made through Alliance BizSmart®. As a particular danger may exist with cheques lost before they have been completed, customers are to keep their cheque book in safe custody.

4.13 Application for new cheque books shall be made on the Bank's printed application forms, new cheque book request slip, or letter of instruction or through the Bank's Alliance BizSmart® online banking. It is important that the customer ensures all cheques are accounted for in the new cheque book received from the Bank and trustworthy messengers should be sent to collect a cheque book if the customer is unable to collect the same personally. Customers are not to give cheques from their cheque book to another person or borrow cheques from somebody else, as there is a chance that these items may be applied to the wrong account.

4.14 When the Bank accepts or incurs liability for or at the customer's request, any funds or securities and other valuables belonging to the customer that is deposited with the Bank shall automatically become security to the Bank and the Bank shall have the right to retain such funds or any part thereof and even dishonour the customer's cheque until the liability is settled.

4.15 The customer will indemnify the Bank, as a collecting Banker, from any loss, which the Bank may incur because of its guaranteeing any endorsements, discharges, on any cheque presented by the customer expressed request in every case.

4.16 The cheque book should be kept safe under the customer's own custody and the Bank shall not accept responsibility for any loss incurred by the customer due to the customer's negligence or omission which may cause an unauthorized person to obtain the cheque book or leaf and fraudulently obtain payment on any sum belonging to the customer.

5. Overdraft ("OD")

5.1 Customers shall ensure that their account does not become overdrawn, even temporarily, unless they have made prior special arrangements with the Bank. Charges (Please refer to the full Fees & Charges in the website) will be levied on each cheque that is dishonoured owing to insufficient funds.

6. Statement of Account

6.1 A Statement of Account setting out all the transactions on the account will be made available electronically once a month via Alliance BizSmart® for Alliance BizSmart® user for Basic Current Account, Current Account, and Foreign Currency Account unless we receive an instruction to the contrary from the customer with no charges.

6.2 A Statement of Account setting out all the transactions on the account will be made available in hardcopy once a month for Basic Savings Account and delivered to the registered address with the Bank unless we receive an instruction to the contrary from the customer with no charges.

6.3 The customer is advised to check the entries in the Statement of Account and immediately notify the Bank in writing if any error or discrepancy is found therein. In the absence of any objection within fourteen (14) days from the date of the Statement of Account, all entries therein are correct. The Bank reserves the right to make corrections as and when necessary if the error is discovered by the Bank

6.4 The account transactions history for a period of up to the past 12 months can be viewed and downloaded in the form of a statement via Alliance BizSmart®.

6.5 Hardcopy statement can be requested in branch with a fee imposed (waivers are available subject to Bank's policies). For more information on Fees and Charges, please refer to https://www.alliancebank.com.my/fees-and-charges

7. Debit of Funds from Unintended Beneficiary

7.1 In the event of any dispute, the Bank reserves the right to debit funds from the customer's account once the dispute has been investigated, and it is justified that the customer is not the intended beneficiary of the funds that have been credited into the account.

8. Closure of Account

8.1 The Bank reserves the right to close customer's accounts, with prior notice sent to the customer's last known address or through other communication methods determined by the Bank's policies. The Bank will make reasonable efforts to provide an explanation for the account closure where appropriate. The Customer acknowledges that there will be instances where the Bank is not able to provide its reasons for exercising its discretion to suspend or close the account due to legal and/or regulatory restrictions.

8.2 Service of notice shall be made at the time when the letter would in the ordinary course of post be delivered or the communication transmitted. Upon closure of account by the customer or by the Bank, all unused cheques (if applicable) shall become the property of the Bank and should be returned to the Bank.

9. Dormant Account

9.1 If there are no transactions carried out on the customer's account within the period specified according to the Bank's policies, the Bank may consider the account dormant and may impose a charge or fee on the account and close the account with prior notice to the customer.

9.2 Upon notice as stated in clause 11.1, should the account balance be less than RM10.00, the balance will be absorbed as a service fee and thereafter the Bank will proceed to close the above account without any further reference to the customer; or

9.3 If the account balance is more than RM10.00, a Dormant Service Fee of RM10.00 will be imposed annually to the customer until the seventh (7th) year. Should there be any

remaining balance on 7th year, upon 21 calendar days' notice and the account still remain dormant, the balance will be sent to the Registrar of Unclaimed Monies. However, if the balance at any point prior to the 7th year falls below RM10.00, clause 9.1 above will take effect.

10. Suspension / Freeze of Account

10.1 The Bank is entitled at any time to suspend, freeze and/or terminate the operation of one or more of the Customer's accounts, facilities and/or services where the Bank reasonably considers it necessary for purposes including but not limited to:

- compliance with applicable laws, regulations or regulatory requirements;
- anti-money laundering, counter-terrorism financing or sanctions compliance obligations;
- suspected fraud, scam, financial crime or unauthorised activity;
- court orders, enforcement actions or directions from competent authorities;
- protection of the Bank, the Customer or any third party from financial loss or operational risk; or
- such other circumstances as may be required under the Bank's internal policies and risk management requirements.

11. Communication, Notices and Alerts Policy

11.1 Alliance Bank may send statements, notices, alerts and other forms of communication to customers, whether to the relevant correspondence address or via electronic medium such as email or SMS as per the Bank's latest records.

12. Telecommunication

12.1 Subject to proper verification, Customer agrees that the Bank is authorised to treat any verbal or written instructions, including but not limited to, by telephone, online or facsimile which the Bank believes came from the authorised person(s) and act on it. Customer agrees that the Bank shall not be held liable for any loss, delay, or damages resulting from acting in good faith on instructions provided that the Bank adhered to its verification procedures.

13. Notice of Address and Signature Change

13.1 All statements, correspondence and communications including the service of any legal documents sent by post or left at the customer's last known address, email, phone, fax or such other forms of contact as per the Bank's record shall be deemed to have been made on the date stipulated in the notice and / or date of posting. Any changes to the customer's address, email, phone, fax or such other forms of contact must be made in writing and signed by the customer in accordance with the Specimen Signature lodged with the Bank and be promptly notified to the Bank in writing.

13.2 Customers are to use the same signature on all cheques, documents and correspondences with the Bank, as on the Specimen Card lodged with the Bank at the time of account opening. If the customer wishes to change their signature, kindly contact the Bank to arrange for affecting the same.

14. Unclaimed Moneys Act 1965

14.1 Customers are advised to keep their account active as it is a requirement under the Unclaimed Moneys Act 1965 that any moneys to the credit of an account which has not been operated for a period of seven (7) years must be gazette as "Unclaimed Moneys", and twelve (12) months thereafter will be remitted to the Consolidated Trust Account maintained by the Government.

15. Fees and Charges

15.1 The Bank shall be entitled to impose and deduct from the customer account the following:

a) costs, fees and charges, including the usual bank charges, commissions, stamp duty on the transactions performed and for the services provided by the Bank at such rates as may be applicable from time to time; and

b) any service charges on the account and on the services in accordance with the rules of any association / body / regulatory authority or of the Bank.

15.2 The Bank reserves the right to impose and / or vary such fees and charges from time to time with prior notice to the accountholder and they shall become effective on such date as the Bank may elect to adopt, however any change in fees and charges will be notified at least 21 calendar days prior to the effective date of implementation. The fees and charges are contained in the Bank's Fees and Charges which can be assessed from the Bank's website at https://www.alliancebank.com.my/fees-and-charges and the Accountholder agrees to be bound by the Bank's Fees and Charges, which forms part of these Generic Terms and Conditions.

16. Taxation

16.1 Unless otherwise specified herein, the Bank'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, the Bank shall be entitled to recover such taxes from the customer.

17. Withholding Tax

17.1 Withholding tax or any form of tax charge or fee, which may be imposed by the relevant authorities from time to time, will be deducted at the time of payment of interest.

18. Right to Set Off

18.1 The Bank, 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 the Bank 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 the Bank by the Customer. The Customer hereby authorizes the Bank to affect any such combination, consolidation, set-off or transfer with the necessary conversions at the Bank's current prevailing exchange rates.

19. Liability for Loss

19.1 The Bank shall be liable for any direct loss suffered by the Customer arising from the operation of any account maintained with the Bank to the extent that such loss is directly attributable to the Bank's negligence, gross negligence, fraud or willful misconduct.

19.2 The Customer agrees that in the event if the Bank incurs liability for or at the Customer's request or on behalf of the Customer, the Bank reserve the right to retain only such portion of any funds or securities or other valuable deposited with the Bank (whether deposited by way of security, safe custody or for any other specific purpose) that is reasonably necessary and proportionate to any liability incurred, and such retained funds shall be treated as security for the said liability. The bank shall have the right to refuse and reject withdrawal request or written order by the Customer until such liability is fully settled.

19.3 The Customer understands the liability and accepts the risk 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 the Bank's

control.

19.4 The Customer understands the liability and 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, including any change in the applicable law, governmental regulation or order, of the country of currency or in the country where the deposit is placed.

19.5 No person in Malaysia shall undertake or engage with any person in any dealing or transaction using or involving a Restricted Currency referring to BNM Direction on Dealings with Specified Person and Restricted Currency effective on 3 January 2022.

19.6 In this Direction, unless the context requires otherwise:
"Restricted currency" means –

a) currency note or coin which is legal tender in the State of Israel;
b) any right to receive currency note or coin mentioned in subparagraph (a) –
   i) in respect of any credit or balance at a licensed onshore bank or any other similar institution in or outside Malaysia; or
   ii) from any person in or outside Malaysia; or
c) any document, instrument or device which enables the person to obtain currency note or coin mentioned in subparagraph (a) from another person, including but not limited to traveler's cheque, letter of credit and bank draft; or
d) any electronic or digital representation of currency note or coins mentioned in subparagraph(a).

20. Indemnity

20.1 The customer agrees that the Bank shall not be liable for all claims, actions, proceedings, demands, losses, damages, costs, charges and expenses including solicitors fees (on "solicitor-client" basis) as may be suffered, sustained and/or incurred by the Bank in connection with or arising out of the Bank agreeing upon proper verification and validation on such request and allowing the customer to maintain and/or access to the facilities/services applied for.

21. Modification and Amendment of the Terms and Conditions

21.1 The Bank reserves the right to add, modify or delete any of these Terms and Conditions or the Specific Terms at any time by giving twenty-one (21) days prior written notice before implementing the changes. The changes will take effect on the date stated in the notice. In situations where changes are made pursuant to laws or regulations, is administrative in nature or for clarification purposes, notice of a shorter period or immediate notice will be given.

21.2 The Customer shall be taken to have understood and accepted the change(s) or addition(s) to the Terms and Conditions unless the Customer objects or otherwise takes positive action to close the account or terminate the service before the changes become effective. The Customer remains liable for all transactions before the closure or termination.

21.3 If the Customer does not agree to any amendment, variation or addition to these Terms and Conditions, the Customer may terminate the relevant account or service before the effective date of such amendment, variation or addition without incurring any amendment-related charge or penalty, subject to the settlement of all outstanding obligations owed to the Bank

22. Perbadanan Insurans Deposit Malaysia (PIDM)

22.1 All Conventional deposits are protected by PIDM up to Ringgit Malaysia Two Hundred Fifty Thousand (RM250,000) for each depositor.

23. Disclosure of Information

23.1 The customer consents to and authorise the Bank and its officers and employees to disclose and furnish all information concerning the customer's particulars and affairs (financial or otherwise), account details, relationship with the Bank, the terms of agreement and any other matters relating to the customer or its business and operations to the following classes of persons in such manner and to such extent as the Bank may consider necessary:

a) The Bank's related companies by virtue of Section 7 of the Companies Act 2016 or any associated company of the Bank (the Bank 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 businesses and operations of the Bank and / or the Alliance Bank Group;

b) Any person for or in connection with any legal action or proceedings taken to recover monies due and payable by the customer to the Bank;

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 (FATCA) of the United States and Common Reporting Standards (CRS);

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 (CCRIS), credit bureaus, credit reporting agencies and corporations set up for the purposes of collecting and providing credit information authorised or licensed under Credit Reporting Agency Act 2010;

f) The Bank's accountants, auditors, lawyers, advisors, consultants and / or other authorised agents may be required for the proper performance of their functions, duties and obligations to the Bank and the Alliance Bank Group;

g) The Bank's service providers, nominees, agents, contractors or third-party service providers engaged by the Bank and its related or associated companies to carry out the Bank's functions and activities;

h) An external party may be required for any corporate exercises / due diligence activities undertaken by the Bank and / or the Alliance Bank Group;

i) Any party which in the future may express intention to acquire an interest / shareholding in the Bank / pursuant to any proposed arrangement, composition, merger, acquisition/restructuring between the Bank and such parties; and

j) Any other persons or entities with the customer's prior consent. The customer hereby consents to such disclosure and confirms that the Bank, 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.

24. Foreign Account Tax Compliance Act (FATCA)

24.1 The requirements under Foreign Account Tax Compliance Act (FATCA) forms part of the Terms and Conditions governing customer relationship with the Bank and shall be binding on the customer to the fullest extent.

Definitions

The term U.S. person or United States person means a person described in section 7701(a)(30) of the Internal Revenue Code:

a) a citizen or resident of the United States,
b) a United States partnership,
c) a United States corporation,
d) any estate (other than an estate the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includible in gross income under the Internal Revenue Code), and
e) Any trust if
   i) A court within the United States is able to exercise primary supervision over the administration of the trust.
   ii) One or more United States persons have the authority to control all substantial decisions of the trust

25. Common Reporting Standard (CRS)

25.1 The requirements under Common Reporting Standard (CRS) forms part of the Terms and Conditions governing customer relationship with the Bank and shall be binding on the customer to the fullest extent.

"CRS" is the Standard Tax Law on Automatic Exchange of Information developed by the Organisation for Economic Co-operation and Development (OECD) for exchange of financial account information held by non-residents. It requires the Bank, where applicable to collect financial account information held by non-residents or Malaysian with foreign tax residency(ies) and report such information to the Inland Revenue Board of Malaysia (IRBM) whereby the IRBM will exchange these customers' financial account information with any relevant tax authorities from CRS reportable jurisdictions on an annual basis.

The customer consents and authorizes / agrees that;

a) Alliance Bank Malaysia Berhad, or any of its affiliates, including branches (collectively "the Bank") to report the customer's information to domestic or foreign authorities and / or tax authorities (where necessary) in accordance with the requirements of U.S. Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.
b) That the Bank may withhold from the customer's account(s) such amounts as may be required by domestic or foreign regulatory authorities and / or tax authority according to the requirements of U.S. Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.

In the event of any change in information provided to the Bank that makes the customer a U.S. person or recalcitrant (person who fails to comply with reasonable requests for information to determine if this account belongs to a U.S. person), the Bank has the right to terminate, suspend, cancel and / or recall the customer's account(s) and / or facilities granted to the customer.

26. Foreign Exchange Notices

26.1 Resident is defined as follows:

a) A body corporate incorporated or established, or registered with or approved by any

authority, in Malaysia;
b) an unincorporated body registered with or approved by any authority in Malaysia; or
c) the Government of Malaysia or any State Government of Malaysia

26.2 The following are considered as non-resident:
a) any person other than a resident;
b) an overseas branch, a subsidiary, regional office, sales office or representative office of a resident company;
c) Embassies, Consulates, High Commissions, supranational or international organizations; or
d) a Malaysian citizen who has obtained permanent resident status of a country

For the avoidance of doubt, this includes Malaysian Embassies, Consulates and High Commissions.

26.3 A resident is not permitted to make / receive payment to / from a resident in Foreign Currency subject to
a) Notice 3, and Notice 4 of Foreign Exchange Notices
b) approval from Bank Negara Malaysia (BNM) has been obtained

26.4 The following are the definition of Borrowing
a) any utilised or unutilised credit facility or financing facility;
b) any utilised or unutilised trade financing facility, including but not limited to, trade guarantee or guarantee for payment of goods;
c) redeemable preference share or Islamic redeemable preference share; or
d) Corporate Bond or Sukuk.

26.5 Notwithstanding the above, the following are excluded from the definition of Borrowing—
a) a trade credit term extended by a supplier for any goods or services;
b) a credit limit that a Licensed Onshore Bank (LOB) apportions for its client to undertake a Forward Basis transaction, excluding a transaction that involves—
   i) exchanging or swapping of Ringgit or Foreign Currency debt for another Foreign Currency debt; or
   ii) exchanging of Foreign Currency debt for a Ringgit debt;
c) a Financial Guarantee or Non-Financial Guarantee;
d) an operational leasing facility;
e) a factoring facility without recourse;
f) a credit card or charge card facility obtained by an Individual from a Resident and used for payment for retail goods or services only; or
g) a credit facility or financing facility obtained by a Resident Individual from a Resident to purchase one (1) residential property and one (1) vehicle.

26.6 Domestic Borrowing shall be defined as
a) any Borrowing in Ringgit obtained by a Resident from another Resident; or
b) any obligation considered or deemed as Domestic Ringgit Borrowing under any of the Foreign Exchange Notices.

26.7 The Bank has the right to decline or further request for information or supporting documents
a) to verify the need to open the Foreign Currency Account.
b) before affecting any transaction incoming or outgoing from / into Foreign Currency Account.

26.8 The Bank has the right to decline or further request for information or supporting documents to validate the investment in foreign currency limit by Domestic Borrowing customer

26.9 Customer may further refer to https://www.bnm.gov.my/fep for any further details.

27. Anti-Bribery and Corruption

27.1 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.

27.2 By virtue of applying for this product, the customer hereby acknowledges being 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 undertakes that the customer shall not indulge in such corrupt practices in whatsoever manner whether directly or indirectly with any directors, officers or employees of the Bank.

28. Prevention and Mitigation of Banking Fraud and Scam

28.1 The Bank may from time to time provide the latest updates or content to educate the Customer and create awareness that help prevent or mitigate fraud and scam risk. These may include but not limited to security tips, software / operating system / application version update, and regulation requirements from any relevant governing bodies.

28.2 The Customer shall keep in safe custody of all banking instruments, for example cheque books/cheque leaves, security tokens, debit card, telephone banking PIN, internet and mobile banking login credentials, and transaction authorisation code (TAC). The Customer shall notify the Bank immediately when the Customer becomes aware that any of the above is lost or used without authority or proper authorisation. The Customer shall not be liable for losses resulting from unauthorised transaction(s) occurring after the Customer had notified the Bank in accordance with these Terms and Conditions that the Customer's banking instruments mentioned above have been lost, misused, stolen, compromised or breached.

28.3 Where any loss or damage suffered by the Customer is solely attributed to the willful negligence of the Bank, the Bank's sole and entire liability (whether in respect of one or more claims) to the Customer in contract or tort shall not exceed the amount of the transaction which gave rise to the claim or claims or the direct damages sustained, whichever is the lower. Customer agrees that the Bank is not liable for any loss of business, loss of profits, earnings or goodwill, loss of data, indirect, consequential, special or incidental damages, liabilities, claims, losses, expenses, disbursements, awards, penalties, proceedings and costs regardless of whether the possibility of such losses or damages was disclosed to or could have reasonably been foreseen by the Bank.

28.4 Upon being notified by the Customer of such incident, the Bank shall conduct an investigation, and the Customer is required to provide sufficient information and collaboration to facilitate the investigation. The Bank is hereby given the authority to perform the following measures upon detection (with / without prior consent from

customer) to prevent or mitigate further financial loss while the Bank is performing its investigation:

a) Suspend or freeze the affected account;
b) Revoke or reset the Customer's internet or mobile banking access; and / or
c) Revoke the validity of banking instruments.

and the Customer will be notified once the above has been operated.

29. Queries / Complaints

29.1 If there are any service-related queries or complaints, the Customer may call the Bank at +603 5516 9988 (Malaysia), from 8:00 a.m. to 10:00 p.m. daily.

29.2 If the Customer's query or complaint is not satisfactorily resolved by the Bank, the Customer may contact BNMLINK or Financial Markets Ombudsman Service (FMOS) at:

BNMLINK 4th Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn, 50480 Kuala Lumpur	Tel.: 1-300-88-5465 (Malaysia) or +603 2174 1717 (Overseas) Operating Hours: 9:00 a.m. – 5:00 p.m. (Monday – Friday except public holiday) Website: bnm.gov.my/BNMLINK
Financial Markets Ombudsman Service (FMOS) Level 14, Main Block, Menara Takaful Malaysia No.4, Jalan Sultan Sulaiman 50000 Kuala Lumpur.	Tel.: +603 2272 2811 Operating Hours: 9:00 a.m. – 5:00 p.m. (Monday – Friday except for public holiday) Website: https://www.fmos.org.my

29.3 Alternatively, Customer may seek the services of Agensi Kaunseling Dan Pengurusan Kredit (AKPK), an agency established by Bank Negara Malaysia to provide free services on money management, credit counselling, financial education and debt restructuring for individual. Customer may contact AKPK at:

Agensi Kauseling Dan Pengurusan Kredit (AKPK) Menara Aras Raya (formerly known as Menara Bumiputra-Commerce), Tingkat 1, Jalan Raja Laut, 50350 Kuala Lumpur	Tel.: +603 2616 7766 Operating Hours: 9:00 a.m. – 5:00 p.m. (Monday – Friday except for public holiday) Website: https://akpk.org.my/

30. How to contact us

30.1 For further assistance, please call the Bank's Business Banking Contact Centre or visit any Alliance Bank branches.

Business Banking Contact Centre	Tel.: +603 5624 3888 Operating hours: 9:00 a.m. – 6:00 p.m. (Monday – Friday except for public holiday) Email: bbcc@alliancefg.com
Bank Branches	Operating hours: 9:15am to 4:15pm (Peninsular Malaysia) 9:00am to 4:00pm (East Malaysia) (Monday – Friday except for public holiday)