## **Business Customer Details**

**Application Form** 



Please TYPE your details in BLOCK LETTERS and print out the form. Hand-written submissions will not be accepted.

## Note:

All references to "OCBC" shall mean OCBC Bank (Malaysia) Berhad and/or OCBC Al-Amin Bank Berhad, as the case may be. All references to "I/We" shall mean the Company whose Registered Name first appears on the top of this Form.

Part 1: BUSINESS PAR	TICULARS							
Registered Name :				Registration Number :				
Registered Address :				,				
	<b>-</b> 1.							
Postal Code :	City:		State :	Country :				
Business Operating Addr	Business Operating Address: (if different from Registered Address above)							
Postal Code :	City:		State :	Country :				
Mailing Address : (DO NO	<b>?T</b> use P.O. Box) □	Registered Address	☐ Business Operating	Address   Others (please specify below)				
Postal Code :	City:		State :	Country:				
Malaysia Tax Identification	on Number [TIN] :		Malaysia Sales and Ser	vice Tax [SST] Registration Number:				
(Malaysia TIN prefix can be	e either C, CS, D, F, FA, PT, TA,	TC, TN, TR, TP, J, LE. If						
_	after the prefix, please remo							
	ease ensure that you add a "		•					
	please input "C1234567890"							
			first appears on the top of	this application form.				
	omer only (Change in constitut		as applicable)					
$\square$ There is no ch	nange to my/our M&A/Con	stitution document						
☐ There have be	een changes to my/our M8	&A/Constitution docume	ent. The updated copy(ies)	is/are hereby enclosed.				
(b) Information on the	ne customer (Please tick only	one box as applicable)						
☐ The Compa	any/Firm/Business consent	ts, and represents and	warrants that it has obta	ined/will obtain the consent of the Authorised				
Person(s), A	Authorised Signatory(ies) a	and Authorised User(s)	appointed from time to tim	ne, to disclose their contact details (excluding the				
information	relating to the Compan	y/Firm/Business's affai	rs or accounts) to OCBC	Group* for marketing of products and services				
distributed	by the OCBC Group*, which	ch may be of interest to	the Company/Firm/Busine	ss. The Company/Firm/Business may at any time				
				ted corporations in Malaysia.				
☐ The Compa	nv/Firm/Rusiness does not	t consent to disclose its	contact details for marketi	ng of any product or service.				
The compa	my/ mm/ business does not	t consent to disclose its	contact actums for markets	ing or any product or service.				
Constitution :				Status :				
☐ Sole Proprietor				☐ Bumiputra controlled company				
☐ Partnership			□ Non-Bumiputra controlled company					
☐ Limited Liability Par	tnership		□ Non-Resident controlled company					
☐ Sdn Bhd				,				
☐ Others (please spec	if <sub>v</sub> \·							
Country of Incorporation	/Registration :	Registered with:		Incorporation/Registration Date :				
				(DD/MM/YYYY)				
☐ Malaysia		•	nission of Malaysia					
Others:		Others:						
Number of Employee/s:		Annual Sales Turnover:	:(RM)	*Business Commencement Date :				
				(DD/MM/YYYY)				
Business Telephone :	E	Business Fax : (if applica	ble)	Business Email Address : (required)				
e.g.+60123	4567890	e.g.+6012	234567890					
Nature of Business :	•		Business Category:					
			☐ Manufacturing					
			☐ Service/Other Secto	r				
			-,					





**Application Form** Please TYPE your details in BLOCK LETTERS and print out the form. Hand-written submissions will not be accepted. Part 2: CONTACT PERSON (Authorised to communicate customer information) Name (as in NRIC/Passport) Name (as in NRIC/Passport) NRIC No. / NRIC / Passport No. Passport No. Mobile No. Mobile No Email (required) Email (required) Telephone No. Telephone No. Remarks Remarks Part 3: DECLARATION: BENEFICIAL OWNER(S) I/We certify and confirm that the following individual(s) ultimately own(s) or has/have effective control over the Entity ("Beneficial Owners"). I/we acknowledge and confirm that the Bank shall be entitled to rely on my/our declaration below on the identity(ies) of and information relating to the Beneficial Owner(s) of the Account. If any shareholder(s) of your company hold(s) the shares of the company for beneficial owner(s), please provide the beneficial owner(s) particulars as well. Occupation / Public Position Held Name (as in NRIC / Passport) **Residential Address Contact Number** NRIC No. / Passport No. / Company No. **Residency Status** □Resident □Non-resident Nationality Occupation / Public Position Held Name (as in NRIC / Passport) **Residential Address** NRIC No. / Passport No. / Company No. **Contact Number Residency Status** □Resident □Non-resident Nationality Occupation / Public Position Held Name (as in NRIC / Passport) **Residential Address Contact Number** NRIC No. / Passport No. / Company No. **Residency Status**  $\square$ Resident □Non-resident Nationality Occupation / Public Position Held **Residential Address** Name (as in NRIC / Passport) **Contact Number** NRIC No. / Passport No. / Company No. **Residency Status**  $\square$ Resident □Non-resident Nationality \* If the list is more than the spaces provided, please attach separate listing. \* Please furnish certified true copies of their identity documents.

- FOR BANK USE ONLY -				
CIF No. (Filled by Ops):				
Segment Code:	*MASS / LARGE / PREMIER			
Referral Source:	*Company Secretary / Association / Accountant / Own / Leads from HQ / Internal Referral / Existing Customer Referral / Others (please specify):			
Referral Name:				

## **Board Resolution**

(for Sendirian Berhad / Berhad / Limited Liability Partnership)

Name of Company		
Company Registration No.		
nis is a certified extract of the resolutions duly passed:		
At a meeting of the Board of Directors of the Comp	any held on	<u>OR</u>
At a meeting of the Board of Birectors of the comp		

## **Appointment of Oversea-Chinese Banking Corporation Limited as banker**

A **RESOLVED** that Oversea-Chinese Banking Corporation Limited and its related corporations (including without limitation OCBC Bank (Malaysia) Berhad and OCBC Al-Amin Bank Berhad) as well as their respective branches, representatives and/or agents and their successors and assigns (the "Bank" or "OCBC Group") be and it is hereby appointed banker of the Company.

## **Conferment of Authority on Authorised Persons**

RESOLVED that the authorised persons specified in the Appendix hereto and acting according to the signing mandate indicated therein be and are hereby authorised on behalf of the Company (please refer to the Appendix hereto for the authorised persons and signing conditions):

## i. Open and Close Accounts

To approve and open with the Bank any number of accounts (the "Accounts"), now or at any time hereafter (the "Account Applications") for and on behalf of the Company subject to and in accordance with the terms and conditions governing such accounts, as amended from time to time by the Bank, and to execute any and all documents in connection therewith or incidental thereto, including any amendment thereto and to give instructions to close any Accounts;

## ii. Apply for Account and Banking Services

a. To apply for any service (the "Services") in respect of or in connection with any account opened by the Company with the Bank from time to time (whether opened before or after the date of this resolution and including, without limitation, the Accounts) and provide related instructions.

For the avoidance of doubt, the Services shall include without limitation:

- custodial services
- electronic services
- cash management services
- remittance and payment services
- trade related services
- any other services or transactions

and in each case include without limitation, electronic banking channels and/or platforms, SWIFT services, services relating to quick response code functionalities, and access credentials that allow the holder (whether or not associated with the Company) to access and/or receive information in relation to the Company or any Accounts and/or operate any Accounts (including without limitation to give instructions).

b. To authorise the Bank to act on and accept as duly signed for the Company any application ("Services Application") (subject to and in accordance with the Bank's terms and conditions set out in such application) and all other documents requested by the Bank in connection with or incidental to the transaction or provision of such services (including without limitation the operation of accounts in any manner other than by original written signature, such as by facsimile transmission, electronic means or otherwise and the use of Personal Identification Numbers (PINs), telephones, computer terminals or other means) and in this connection to deliver to the Bank, on behalf of the Company, guarantees or indemnities or any other security in form and substance acceptable to the Bank, if the same are signed by the authorised persons specified in the Appendix hereto and acting according to the signing mandate indicated therein provided always that, if the Bank receives any instructions which appear to the Bank to be ambiguous or conflicting, the Bank may choose not to act upon them (even if it would result in any loss, without the Bank being liable in any way) until the Bank receives clear and definitive instructions from the Company.

## iii. Appointment of Authorised Users of the Respective Services

To appoint, certify and confirm to the Bank in the respective Services Applications or any letter of instruction the names of the person(s) (whether or not associated with the Company), their particulars and the offices respectively held by them, together with specimens of their signatures who are appointed as the Authorised Users of the respective Services subject to the terms and conditions governing such Services and who are authorised to access and/or receive information relating to the Company or any Account and/or operate any Account (including without limitation to give instructions), and the Bank shall be authorised to act on and accept any instructions given, and transactions entered into by any of the Authorised Users for and in connection with such Service(s), subject to and in accordance with the Bank's terms and conditions governing such Services, by original written signature, by facsimile transmission, electronic means or otherwise and the use of access credentials, Personal Identification Numbers (PINs), telephones, computer terminals or other means which the Bank may permit for such Service(s) and all such instructions and transactions shall be deemed to be binding and conclusive on the Company.

### iv. Appointment of Authorised Signatories

To appoint, certify and confirm to the Bank the names of the person(s) of the Company who are appointed as the Authorised Signatories of any accounts opened by the Company with the Bank from time to time (whether opened before or after the date of this resolution) including, without limitation, the relevant Accounts and/or Services in the respective Account Applications and/or Services Applications subject to the terms and conditions governing such accounts or services and the offices respectively held by the **Authorised Signatories**, together with specimens of their signatures and signing limits and conditions.

## v. <u>Verification of Specimen Signatures, Notification of Change in Authorised Persons</u>

To appoint, certify and confirm to the Bank the names of the authorised persons specified in the Appendix hereto, the Authorised Users referred to in Clause B(iii) and the Authorised Signatories referred to in Clauses B(iv) and (C) (collectively, the "Authorised Persons") and the offices respectively held by them, together with specimens of their signatures, and in case of any future change of any of the Authorised Persons or their respective signing conditions and/or limits, the fact of such change and the names of any new or replacement Authorised Person(s) (the "New Authorised Person(s)") and the offices respectively held by them, together with specimens of their signatures; and the Bank be, and hereby is, authorised to honour any instrument signed by any New Authorised Persons in respect of whom it has received any such certificate or certificates with the same force and effect as if said person or persons were named in the foregoing resolution in addition to or in the place of any person or persons who is/are deleted from the list of the authorised persons certified in the Appendix hereto or any of the Account or Service Applications.

## vi. <u>Electronic Communication and Signing</u>

- a. To communicate with the Bank by electronic mail from electronic mail addresses as may be notified to the Bank from time to time and/or to sign and execute any contracts, agreements, forms, instruments, instructions or other documents on behalf of the Company electronically ("Electronic Communication and/or Signing"), in respect of or in connection with the Accounts, Account Applications, Services, Services Applications, any banking or other credit facilities now or hereafter offered or granted by the Bank to the Company and/or the granting of security by the Company to the bank.
- b. In respect of or in connection with Electronic Communication and/or Signing, to sign, give or deliver to the Bank any agreements, forms, letters, authorisations, instructions, guarantees, indemnities, security or other documents on behalf of the Company which the Bank may require in order to act upon or rely on such Electronic Communication and Signing, if the same are signed by the **authorised persons specified in the Appendix** hereto and acting according to the signing mandate indicated therein provided always that if the Bank receives any instructions or documents which appear to the Bank to be ambiguous or conflicting, the Bank may choose not to act upon them (even if it would result in any loss, without the Bank being liable in any way) until the Bank receives clear and definitive instructions or documents from the Company.

## **Appointment of Authorised Signatories**

RESOLVED that the person(s) who is/are appointed as the Authorised Signatories in accordance with and pursuant to Clause B(iv) above and acting according to the signing mandate indicated in the respective Account Applications and/or Services Applications be and are hereby authorised to draw, sign, endorse, accept or make for or on behalf of the Company all cheques, bills of exchange, orders to pay and any other instruments (even if, where permitted by the Bank the relevant account is or will become overdrawn) in respect of or in connection with the relevant account opened by the Company with the Bank from time to time (whether opened before or after the date of this resolution) including, without limitation, such Account and/or the Services even though the payment is for the benefit of any director, employee, authorised signatory or individual order of any signing person without the Bank having to enquire into the circumstances or being liable in any way in respect of such payment and the Bank be and is authorised to honour any such cheques, bills of exchange, orders to pay and any other instruments, accept and credit to the account of the Company all monies deposited with or owing by the Bank on any account or accounts at any time or times kept or to be kept in the name of the Com pany and the amount of all cheques, notes, bills, other negotiable instruments, orders or receipts

## Execution of Deeds, use of the Common Seal of the Company, and disclosure to the Company's auditors

## D **RESOLVED**,

- i. that authority be and is hereby given to execute any document described or expressed as a deed (without affixing a common seal onto such document) by any two Directors or a Director and the Company Secretary of the Company;
- ii. that the Common Seal of the Company be affixed, wherever necessary or required by the Bank on any instrument, document and agreement in accordance with the Constitution of the Company; and
- iii. that the Bank be authorised to provide the Company's auditors for the time being and from time to time with such information as the Company's auditors may request from time to time concerning any account or accounts of the Company or concerning any transactions or business of the Company with the Bank until notice in writing to the contrary is received by the Bank.

## **Certification and communication of resolutions**

## E RESOLVED,

- i. That a copy of any resolution of the Board of Directors if purporting to be certified as correct by any two Directors of the Company or by a Director and the Company Secretary be, as between the Company and the Bank, conclusive evidence of the passing of the resolution so certified; and
- ii. That this resolution be communicated to the Bank and remain in force until notice in writing be given to the Bank by any two Directors of the Company or by a Director and the Company Secretary and that until such notice in writing is actually received, the Bank shall be indemnified and kept harmless from any loss suffered or liability incurred by it in continuing to act in pursuance of this resolution.
- iii. By passing this resolution and communicating this resolution to the Bank, the Company acknowledges, agrees, and undertakes to each member of the OCBC Group that the Company agrees to be bound by and comply fully and at all times with any terms and conditions governing the Accounts, the Services, and/or the Company's relationship with any member of the OCBC Group, as may be amended by the Bank from time to time.

We, the undersigned below, as Directors or Director and Company Secretary of the Company\* hereby certify that the foregoing resolutions:

- (a) have been duly passed in accordance with the Constitution of the Company and entered in the minute book;
- (b) are still in force; and
- (c) do not exceed the objects or powers of the Company or the powers of the Directors.

We acknowledge that the Bank places full reliance on our certification of the foregoing resolutions and accept our certification as conclusive evidence that this extract is a true and accurate record of the resolutions of the Board of Directors of the Company. We further certify pursuant to the foregoing resolutions that the respective details and signatures of the **authorised persons** are as shown in the Appendix.

Dated	(DD/MM/YY)		
	Signature (Director)		Signature (Director / Company Secretary*)
Name (as in NRIC / Passport)		Name (as in NRIC / Passport)	

**# Declaration**: I, the abovementioned Director declare that I am the Managing Director or Executive Director or the director having control and management of the Company's business.

Applicable only if there is no Authentication of Documents clause in the Company's Constitution. If Authentication of Documents clause is present, delete this declaration and certification to be in accordance with the Authentication Clause.

\* Please delete as appropriate

	Signature		Signatur
Name		Name	
(as in NRIC / Passport) NRIC / Passport number		(as in NRIC / Passport) NRIC / Passport number	
Country of issue		Country of issue	
Designation / Title		Designation / Title	
	Signature		Signatur
Name (as in NRIC / Passport)		Name (as in NRIC / Passport)	
NRIC / Passport number		NRIC / Passport number	
Country of issue		Country of issue	
Designation / Title		Designation / Title	
News	Signature	Nema	Signatur
Name (as in NRIC / Passport)		Name (as in NRIC / Passport)	
NRIC / Passport number		NRIC / Passport number	
Country of issue		Country of issue	
Designation / Title		Designation / Title	
Name	Signature	Name	Signatur
(as in NRIC / Passport)		(as in NRIC / Passport)	
NRIC / Passport number		NRIC / Passport number	
Country of issue Designation / Title		Country of issue Designation / Title	
Dated	(DD/MM/YY)		
	Signature (Director)	Signature (D	rector / Company Secretary
Name (as in NRIC / Passport)		Name (as in NRIC / Passport)	

APPENDIX TO BOARD RESOLUTION



**Application Form** 



Please TYPE your details in BLOCK LETTERS and print out the form. Hand-written submissions will not be accepted.

Port 1 - ACCOUN	NT INCODRAGION (or		tinla co	oios if sumuli	anhlo)					
	NT INFORMATION (pro (if different from Register)				-	/) F	Purpose of	Account (select ONE or	nlv)	
	(1) (1)			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			•	ss operation	//	
Branch							☐ Investr	•		
								(please specify):		
Statement Mailing	g Mode ⊠ eStatement	Only						(prease speeryy).		
MYR Current Acc		,								
(Protected by PIDM up	p to RM250,000 for each depo ed on cheques (max. 40 c									
If no name is provided,	, the Bank reserves its right to	print your b	usiness n	ame as deeme	ed appropria	te and meaningf				
Type of Current A						chequebook				
□ CA						Book(s) (def	ault <b>1</b> book)			
☐ Business Ac	cess				Genei			if no. of remaining ch	eque leaves falls under	
☐ Business Sig	nature					1	•	subject to maximum of 45 p	•	
_	( <b>DO NOT</b> use P.O. Box)					Mode of Deli			,	
	(20 1101 030 1101 201)						er (default if i	**		
					☐ Collec	t at branch	(indicate authorized recipie	ent)		
						Name NRIC				
							<u> </u>			
Stat	te	Postcode								
Professional Bodie	es Account: (if applicable)									
☐ Office Accou	_	ent Accour	nt: (indic	ate ONE of the	following)	Client resid	lency Statu	s □ Resident □ Nor	n-resident	
	velopment Account (HD/ p to RM250,000 for each depo ccount									
	ime Deposit (FD / TD) p to RM250,000 for each depo	nsitor)								
Currency		of FD / TD	Accour	nt 🗆	FD/TD	Maturity	y Instructio	ns		
Tenure	Princi		RM			1		pal & interest		
		pai	IVIVI			1			d at the averabling interest	
No. of Placement	receipts			A	.mt		•	•	d at the prevailing interest	
Mode of Placeme	nt		DA4	Amoi	ınt	T d	te & credit	interest to my/our a/c	no.	
Charry			RM						1	
Cheque No.			RM			☐ Pa	iy the princ	ipal and interest to my	/our a/c no.	
Debit Acc No.			RM							
		l Total	RM							
	es Account: (if applicable)					=				
□ Office Account	OR □Client Account: (inc	dicate ONE o	of the follo				Resident	⊔ Non-resident		
CIF No.:				FO	R BANK USE	ONLY				
	Account No	]	Dun J.	ict Codo	A	unt No	1	Droduct Cada	Account No	
Product Code	Account No.	<del> </del>	Produ	ict Code	Acco	ount No.	-	Product Code	Account No.	
	+	<b> </b>					_		_	

## **Business Account Details**



Application Form							
Please TYPE your details in BLOCK LETTERS and print out the for	m. Hand-written subr	nissions will not be accepted.					
Short Term Money Market Deposit (STMMD)							
Currency Type of STMMD Account	STMMD <b>Ma</b>	curity Instructions Select ONE only)					
Tenure days Rate	% 🗆	On maturity, rollover the STMMD / FCY STMMD for the same tenure					
Placement Amount RM		at the prevailing market rate. Interest on STMMD / FCY STMMD to be					
Value Date (DDMMYYYY) Maturity Date (DDMMYYYY)		credited as per settlement instructions above.					
		On maturity, rollover the STMMD / FCY STMMD amount together with					
Placement:		interest for the same tenure at the prevailing market rate.					
Debit Account No.		Others (please specify)					
Settlement:		, , , , , , , , , , , , , , , , , , , ,					
Credit Account No.							
Foreign Currency Call Account (FCA)							
(Protected by PIDM up to RM250,000 for each depositor)							
Currency Type of Current Account	Trade FCA	☐ Investment FCA					
Declaration for FCA (applicable to Resident only)							
☐ To receive export proceeds							
For settlement of trade in goods or services	/// (A. ) . /// (B. )						
<ul> <li>Only for settlement of goods denominated in Chinese Yuan or</li> <li>For investment in foreign currency asset<sup>4</sup>, and in this regard,</li> </ul>		n cross-border trade transactions between China and Malaysia					
		pricubile to IPCA only, pieuse complete below).					
(A) For Sole Proprietor/General Partnership in accordance to  I/We hereby declare that and confirm that	Partnership Act 1961						
	with any financial instit	utions and/or residents in Malaysia. If I/we subsequently obtain domestic Ringgit					
	=	ndertake to inform the Bank immediately. If my/our Account(s) is credited with					
	om licensed onshore bar	k(s) or non-resident(s), such borrowings shall not exceed RM10 million equivalent					
in aggregate <sup>2</sup> .							
		residents in Malaysia and undertake that if my/our Account(s) is credited with funds eign currency asset <sup>4</sup> , and shall not exceed RM1 million <sup>3</sup> in aggregate per calendar					
		ency borrowings from licensed onshore bank(s) or non-resident(s), such borrowings					
shall not exceed RM10 million equivalent in aggregate <sup>2</sup> .	,,	(4,, 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
(B) For Resident Entity(ies)							
I/We hereby declare that and confirm that							
	•	tions and/or residents in Malaysia. If I / we subsequently obtain domestic Ringgit					
	=	rtake to inform the Bank immediately. If my/our Account(s) is credited with funds					
		the resident entity's group of entities, such borrowings shall not exceed RM100 gregate borrowing of the resident entity and other resident entities with parent-					
subsidiary relationship.		0.00					
☐ Currently I/we have domestic Ringgit borrowing¹ with finan	cial institutions and/or i	esidents in Malaysia and the conversion from Ringgit Malaysia into foreign currency					
, ,		nin the threshold of up to RM50 million equivalent in aggregate per calendar year.					
·		ment in foreign currency asset <sup>4</sup> by the resident entity and other resident entities					
,		(s) is credited with funds sourced from my/our foreign currency borrowings from all not exceed RM100 million equivalent in aggregate. The RM100 million equivalent					
is based on the aggregate borrowing of the resident entity	_						
I/we hereby irrevocably authorise the Bank to decide in its absolute of	liscretion whether to re	ect or reverse the funds or proceed to credit into my/our OCBC MYR CA if the					
		the Bank shall not be in any way responsible for any cheque return arising from					
any rejection or reversal of funds at the Bank's sole discretion pursua	nt to this my/our autho	rization. OCBC MYR CA No.:					
		<del></del>					

 $1 \ \mathsf{Domestic} \ \mathsf{ringgit} \ \mathsf{borrowing} \ \mathsf{(DRB)} \ \mathsf{means} \ \mathsf{(a)} \ \mathsf{any} \ \mathsf{borrowing} \ \mathsf{in} \ \mathsf{ringgit} \ \mathsf{obtained} \ \mathsf{by} \ \mathsf{a} \ \mathsf{resident} \ \mathsf{from}$ another resident or (b) any obligation considered or deemed as DRB under any of the FEP Notices. A resident entity is deemed to have DRB when another resident entity with parent-subsidiary

 $\overset{\cdot}{\text{2}}$  Computed based on an aggregate of borrowing in foreign currency by the resident Individual and a sole proprietor and a general partnership owned by the resident individual.  $\label{eq:control_proprietor}$ 

 ${\tt 3}\ Computed\ in\ aggregate\ based\ on\ the\ resident\ individual,\ sole\ proprietor\ and\ general\ partnership's$ investment in foreign currency asset.

4 Definition of investment in foreign currency asset includes making payment for:

- Purchase of foreign currency-denominated asset;
- Lending in foreign currency to a non-resident;
- Administrative expenses, working capital arising from the setup of any business arrangement, including a joint venture project where no entity is created or established, outside Malaysia;
- Purchase of foreign currency-denominated financial instrument or Islamic financial instrument;
- Placement into Investment Foreign Currency Account (IFCA);
- Transfer from Trade Foreign Currency Account (TFCA) to IFCA;
- Placement into foreign currency account overseas other than education or employment abroad:
- Swapping of a financial asset in Malaysia for a financial asset outside Malaysia

## For STMMD

The Banks will continue with the aforesaid instructions on each STMMD maturity date until notice is received to discontinue or to uplift the STMMD. On receipt of such instructions, the proceeds together with interest will be credited as per settlement instructions. Maturity instruction for renewal of STMMD is accepted subject to the Banks' discretion to terminate the same at any time upon notice. Customer to call the Banks before 12:00 noon on each maturity date to contract the rate of the subsequent STMMD. In absence thereof, the Bank shall determine the rate at its discretion (which shall be as conclusively determined and quoted by the Bank to ordinary call-in customers). Contracts for rollover of each STMMi pursuant to rollover instructions shall be deemed to have been entered into at 12:00 noon on maturity

FOR BANK USE ONLY	FCA Acc No. :	

## **Business Account Details**

**Application Form** 



Please TYPE your details in BLOCK LETTERS and print out the form. Hand-written submissions will not be accepted.

## Part 2: SUBSCRIPTION OF BUSINESS BANKING SERVICES

I/We agree to subscribe to the following business banking service(s) offered by the Bank by signing at the spaces provided for "Authorised Person(s)" in this application form and by completing the accompanying forms for the service(s):

Тур	Type of Services			Standard Fee (Terms and Conditions apply)				
	☐ OCBC Velocity (Business Internet Banking) (Select ONE only)		Camina Bankana	Basic	Basis Blue Classic	Premium		
		Basic	(for viewing purpose only)		Service Package	Dasic	Basic Plus, Classic	Premium
		Basic Plus	(sole proprietor or single director only)		Monthly Fee	RM 10.00	RM 20.00	RM 50.00
		Classic 1	(1 authoriser to approve)		OCBC OneToken (per user)	RM 40.00	RM 40.00	RM 40.00
		Classic 2	(2 authorisers to approve)		Training Fee (one-off)	RM 20.00	RM 20.00	RM 20.00
		Premium	(for customized authorisation controls)					
	□ eAlert		RM5.00 (SP1) or RM10.00 (SP2) monthly fee for each Authorised User per account					
☐ Corporate Phone Banking		Free of Charge						
	DuitN	Now Registrati	on and Maintenance		Free of Charge			

Dave 3 · DECL	ADATION	: BENEFICIARY	OF TRUCT	ACCOLINIT
Pari 5 : Decil	ARAIIUN :	DENEFICIARY	OF IRUSI	ACCOUNT

As trustee(s), I/we am/are obliged to disclose to the Bank under Malaysia Deposit Insurance Corporation (Disclosure Requirements for Trust Accounts and Joint Accounts) Regulations 2012 that I/we hold as trustee(s) all deposits in the trust account, the trust account number, my/our name(s), address(s) and

Nama / Idontific - Cada	The second secon	ease complete Name & NRIC/ Pas	sport No./ Business Reg. No	
Name / Identifier Code	Addre	ess / Identifier Code		NRIC / Business Reg No.
				% of interest of the amount For e.g. RM50 of the account balance of RM200 belongs to this beneficiary therefore the % of interest is 25%
Residential Status   Resident Country of Residence			, ,	Date of Birth / Incorporation  DD/MM/YYYY
<del>-</del>	<ul><li>□ Non-Individual ► For not</li><li>□ Banking Institution</li><li>□ Insurance Company</li></ul>	n-individual, please select one ins  Central Bank  Sominees/ Custodian	☐ Government ☐ Pension Funds	☐ Financial Corporation ☐ Not classified as any of the above
☐ Add ☐ Update Details ☐ Name / Identifier Code		ease complete Name & NRIC/ Pasess / Identifier Code	sport No./ Business Reg. No.	only NRIC / Business Reg No.
				% of interest of the amount  For e.g. RM50 of the account balance of RM200 belongs to this beneficiary therefore the % of interest is 25%
Residential Status    Resident	□ Non-resident ► For n	on-resident, please state the cour	ntry of residence	Date of Birth / Incorporation
Institutional Sector ☐ Individual ☐ Asset Management ☐ Non-Financial Corporation	<ul><li>☐ Non-individual ► For non</li><li>☐ Banking Institution</li><li>☐ Insurance Company</li></ul>	n-individual, please select one ins  Central Bank  Nominees/ Custodian	☐ Government☐ Pension Funds	☐ Financial Corporation ☐ Not classified as any of the above
☐ Add ☐ Update Details ☐	Remove ► For removal, ple	ease complete Name & NRIC/ Pas	sport No./ Business Reg. No.	only
Name / Identifier Code	Addr	ess / Identifier Code		NRIC / Business Reg No.
				% of interest of the amount For e.g. RM50 of the account balance of
				RM200 belongs to this beneficiary therefore the % of interest is 25%
	□ Non-resident ► For no	on-resident, please state the cour	ntry of residence	RM200 belongs to this beneficiary
Residential Status ☐ Resident Country of Residence Institutional Sector ☐ Individual				RM200 belongs to this beneficiary therefore the % of interest is 25%

<sup>\*</sup> You may obtain Appendix 1: Sample Disclosure and Appendix 2: Disclosure for more than 3 Beneficiaries from our bank officer.



Application Form



Please TYPE your d	etails in BLOCK LETTERS and print o	ut the form. Hand-w	ritten sub	missions will not be ac	cepted.	Application Form		
Part 4 : AUTHORIS								
	on(s) authorised to sign or accept f	for or on behalf of tl	he compa	ny / LLP / association	/ club / society / firm c	heques, bills of exchange,		
orders to pay and	any other instruments in respect of	of the account						
Condition of author	orisation							
☐ Any	of the following persons		Any	from Group A jo	intly with	from Group B		
☐ All of the fol	llowing persons							
☐ Grouping and Signing Limit as follows:								
· ·	<del>-</del>							
Specimen Signatu	re – Please strike off unused portion	on						
	horised Signatories	Signing Limit		Group	Specin	nen Signature		
	(Full name)	(If any)		(If any)	(Sign	within the box		
Authorised by:								
	Signature [Authorised Person]		Signati	ure [Authorised Person]		Signature [Authorised Person]		
	Signature (Authorised Person)		Jigiiati	a. C [Authoriseu Ferson]	-	Signature [Authorised Person]		
Name[As in NRIC]		Name[As in NRIC]			Name[As in NRIC]			
Date		Date	<u> </u>		Date			
2410	<u>L</u>	2410	L			<u> </u>		
		FOR	BANK USE					
Attended by / Witne	essed by:			Authorised by:				

## **Business Customer Details**

Agreement



### **AGREEMENT**

I/We agree to abide and be bound by OCBC Bank (Malaysia) Berhad and OCBC Al-Amin Bank Berhad ("Bank") respective "Account(s) and Service(s) — Main Terms and Conditions" and where applicable, the respective terms and conditions governing the financing facility or facility(ies)"), the terms and declarations set out below and in the application form(s) for the Account(s), Service(s) and/or Facility(ies) and all amendments, supplements and additions thereto made from time to time by the Bank, by signing at the spaces provided for "Authorised Person(s)" in this Agreement:

- 1. I/We confirm that the information given above is true and accurate and that I/we have not wilfully withheld any material fact.
- 2. I/We irrevocably consent to and authorise the Bank, and I/we further represent and warrant that I/we have obtained consent from my/our directors, shareholders, managers, partners, office bearers, offices, etc. for the Bank to conduct credit check and verify information given to the Bank, with any party (including without limitation with any Credit Reporting Agencies "CRAs") and consent to the CRAs with whom the Bank conduct credit checks to disclose its credit report/information to the Bank for the purpose of my/our application(s) and for the Bank's risk management and review. The Bank is hereby authorised but is under no obligation to convey my/our consent and the purpose of such disclosure to the relevant CRAs.
- 3. Subject to my/our express instruction restricting disclosure, I/we consent to the Bank conducting credit checks and verification of information given by me/us in my/our application for the Account(s), Service(s) and/or Facility(ies) with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. I/We also consent to the Bank's disclosure of the my/our financial condition, details of accounts, account relationship with the Bank including credit balances to:
  - (i) the Bank's data processors or service providers, both within and outside Malaysia, engaged to carry out the Bank's functions and activities;
  - (ii) companies which are related to the Bank 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 "OCBC Group") their assignees and successors-in-title;
  - (iii) 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;
  - (iv) other banks or financial institutions including Cagamas Berhad and Credit Guarantee Corporation (Malaysia) Berhad, mortgage insurers/takaful operators and any reinsurers/re-takaful operators (in or outside Malaysia);
  - (v) credit bureaus, credit reporting agencies, Central Credit Reference Information System, Dishonoured Cheques Information System, and corporations set up for the purposes of collecting and providing credit information;
  - (vi) the security parties and third parties who intend to settle my/our indebtedness;
  - (vii) debt collection agents, lawyers, custodians and nominee companies;
  - (viii) my/our authorised agents and successors in title;
  - (ix) the Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title; and
  - such persons or bodies to whom the Bank is legally required or permitted by law to disclose (including, without limitation, any agencies or entities which collect and provide credit or other information)
- 4. The Bank may, subject to compliance with the applicable regulatory rules or guideline, use or apply any information relating to the Customer collected, compiled, or obtained by the Bank through or by whatever means and methods for such purposes as determined by the Bank.
- 5. I/We hereby declare, certify and confirm:
- a. That I/we agree to comply with the conditions and regulations set by Bank Negara Malaysia under the provisions of the Financial Services Act 2013 and Islamic Financial Services Act 2013 and such other conditions set by the Bank including any alterations, amendments and additions made thereto by Bank Negara Malaysia and/or the Bank from time to time.
- b. That the person(s) whose signature(s) appear in the Authorised Signatory(ies) section below and acting according to the signing condition/mandate indicated therein are authorised to draw, sign, endorse, accept or make for or on my/our behalf all cheques, bills of exchange, orders to pay and any other instruments (even if, where permitted by the Bank the relevant account is or will become overdrawn) in respect of or in connection with the Account(s), even though the payment is for the benefit of any director, employee, authorised person/signatory or individual order of any signing person without the Bank having to enquire into the circumstances or being liable in any way in respect of such payment and the Bank be and is authorised to honour any such cheques, bills of exchange, orders to pay and any other instruments;
- That the person(s) whose information appear in the Authorised User section in the Business Banking Services form and/or in other letter(s) of instruction is/are authorised to c. perform and
  - effect the Service(s) opted by me/us at any time and from time to time for and on my/our behalf in relation to the Account(s). I/We confirm that the abovementioned Authorised User(s) has/have sufficient authority and effect all transactions of such services for and on my/our behalf and all such transactions shall be binding and conclusive on me/us;
- d. That the Bank shall be entitled to rely upon and act on the instructions of the Authorised Signatory(ies), the Authorised Person(s) and the Authorised User(s) until the Bank has actual notice of any changes in such authorization and has a reasonable time to implement such changes;
- e. That I/we are not listed under the "Dishonoured Information Cheques System" (DCHEQS). I/We confirm that should I/we/any of us be listed under the "Dishonoured Information Cheques System" (DCHEQS) the Bank shall have the right to close my/our Account(s) immediately without notice to me/us;
- f. That I/we have voluntarily provided my/our personal data to the Bank and consent to the Bank processing my/our personal data to evaluate my/our application for the Account(s), Service(s) and/or Facility(ies). If I/we do not provide any data required in this application, the Bank may not be able to proceed further on my/our application for the Account(s), Service(s) and/or Facility(ies)

I/We have read the Bank's Privacy Policy made available to me/us and confirm that I/we have been notified of the following matters via the Privacy Policy:

- (i) the Bank may collect my/our personal data directly from me/us or from third party sources;
- (ii) purpose for which my/our personal data is collected;
- (iii) my/our right to access my/our personal data and correct my/our personal data;
- (iv) the class of third parties (including those referred in (i) above) to whom the Bank may disclose my/our personal data;
- $\hbox{(v)} \qquad \qquad \hbox{the choices and means for limiting the processing of my/our personal data;}$
- (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data;
- (vii) to update my/our personal data as soon as there are changes; and
- (viii) the Bank's contact details if I/we wish to make inquiries or give feedback;
- g. I/We understand and agree that in the event that any goods, sales and services tax, consumption tax, value added tax or any tax of similar nature is now or hereafter required by law to be paid on or in respect of any sums payable to the Bank, the same shall (except to the extent prohibited by law) be borne by me/us and I/we shall pay to the Bank on demand a sum equivalent to the amount of such goods, sales and services tax or other taxes, levies or charges.
- h. I/We irrevocably grant consent to the relevant credit reporting agency(ies) (as defined under the Credit Reporting Agencies Act, 2010) ("CRAs") with whom the Bank conduct credit checks to disclose my/our credit report/information to the Bank for the purpose of applying for the Account(s), Service(s) and/or Facility(ies) and for the Bank's risk management and review. The
  - Bank is hereby authorised but is under no obligation to convey my/our consent and the purpose of such disclosure to the relevant credit reporting agency(ies);
- i. Where I/we have provided data and obtained consent of other individuals, our directors, relevant managers, partners, officer bearers. officers, Authorised Person(s), Authorised Signatory(ies) and Authorised User(s) and shareholders (if applicant is a company) and the other partners (if applicant is a partnership), guarantors (if any), security parties (if any) and the directors, relevant managers, officers and shareholders of the guarantors and security parties for the Facility(ies):
  - i) to disclose their personal data to the Bank;
  - (ii) for the Bank's verification of their personal data with third party sources such as credit reporting agencies, Companies Commission or Insolvency Department and for the relevant CRAs to disclose their credit report/information to the Bank for the purpose of applying for the Facility(ies) including its other products and services and for its risk management and review;
  - (iii) for the Bank to disclose their personal data to classes of third parties described in the Bank's Privacy Policy. I/We have informed them to read the Bank's Privacy Policy posted on the Bank's website and available at the Bank's branches on request.

## **Business Customer Details**

Agreement



- j. That if my/our application(s) is successful, the Bank may process my/our personal data and the data of my/our directors, shareholders, relevant managers, partners, office bearers, officers, Authorised Person(s), Authorised Signatory(ies) and Authorised User(s) as required for the bank-customer relationship. If my/our application(s) is unsuccessful, the Bank may
  - in addition to retention of my/our data and the data of my/our directors, shareholders, relevant managers, partners, office bearers, officers, Authorised Person(s), Authorised Signatory(ies) and Authorised User(s) for handling enquiries, audit or legal proceedings, may also retain and process my/our personal data to introduce products or services sold or distributed by the Bank. I/We are fully aware that I/we may at anytime instruct the Bank to stop sending me/us marketing materials.
- 6. Foreign Account Compliance Act of the United States ("FATCA")
  - For the Bank's compliance with any taxation related law, regulations or authorities' directions or orders, including those related to the Foreign Account Tax Compliance Act of the United States, (collectively, "Tax Laws") the Customer:
    - a. shall promptly make and procure the Consenting Person to make such declaration, provide all documents and information to the Bank, and notify the Bank of any changes thereto; and
  - b. confirms that the Customer has procured the consent of a Consenting Person for disclosure by the Bank of the Consenting Person's information to any 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

The Bank shall be entitled to among others, deduct from or withhold part of any amounts payable by the Bank in the event of the Customer's or Consenting Person's non-compliance with the aforesaid provisions.

A "Consenting Person" means any person including the Customer, Substantial Owners, Controlling Persons of the Customer, any persons who is beneficially interested or financially interested in payments from the Bank.

A "Substantial Owner" means (1) with respect to a corporate or entity, certain persons that directly or indirectly own more than 25% of the corporation's stock (by vote or value), (2) with respect to a partnership, certain persons that directly or indirectly own more than 25% of the profits or capital interests in the partnership, and (3) with respect to a trust, certain persons treated as the owner of the trust or treated as holding directly or indirectly more than 25% of the beneficial interests of the trust.

A "Controlling Person" means any individual who exercises ultimate effective control over an entity or trust.

I/We acknowledge that the Bank's Terms and Conditions Governing the Account(s) and the Service(s) are available at the Banks' branches and at www.ocbc.com.my.

I/We acknowledge that OCBC Al-Amin Bank Berhad's Service(s) may be facilitated or supported in any way by OCBC Bank (Malaysia) Berhad which bears no responsibility or liability whatsoever to me/us in relation to such facilitation or support.

## For Company / Limited Liability Partnership (LLP) / Society / Club / Association

We confirm that the Company / LLP / Society / Club / Association is not insolvent, wound up or placed in liquidation, judicial management or receivership.

### For Partnership

We confirm that none of the partners has any bankruptcy petitions or orders against them and agree that we shall be jointly and severally liable to the Bank for all monies owing and liabilities accrued to the Bank by us or any of us whether in the name of or on behalf of the partnership firm or otherwise. Upon any partner ceasing to be a member of the partnership firm by death, bankruptcy or retirement or otherwise, the Bank shall treat the surviving or continuing partner or partners for the time being as having full power to carry on the business of the partnership firm and to deal with its assets, as if there had been no change in the partnership firm.

### For Sole-Proprietorship

I confirm that there is no bankruptcy petition or order against me.

### For Truste

We understand that the Malaysia Deposit Insurance Act 2011 (Disclosure Requirements for Trust Accounts and Joint Account) Regulation 2012 (Regulation) requires a trustee to submit to Bank on or before 31 March of every assessment year, an annual disclosure containing the following information:

- a. A statement that the deposit in the trust account is held in trust by the trustee;
- b. The trust account number:
- c. The trustee's name, address and identity card number or passport number or any other identification acceptable to the member institution;
- d. The name and address of each beneficiary or the alphanumeric code or any other code or identifier for such beneficiary; and
- e. The amount or percentage of each beneficiary's interest in the trust account.

We further understand that if a trustee fails to comply with the Regulation, each beneficiary's interest in the trust account shall not be deemed to be a separate deposit and shall not be separately insured.

## For the purposes of determining the beneficial owner of a corporate entity:-

- a. the "substantial shareholder" is the natural person who ultimately and effectively owns or controls a legal entity through direct or indirect ownership or control of 25% or more of the shares or voting rights in that legal entity including through bearer shareholding; or
- b. the natural person(s) who otherwise exercises control over the management of a legal entity.

## **DECLARATION: ANTI-MONEY LAUNDERING**

I/We further understand that under the Anti-Money Laundering, Anti-Terrorism Financing Proceeds of Unlawful Activities Act 2001 (AMLATFPUAA) requires all banks to disallow their facilities to be used as channels for money laundering and terrorism financing. I/We will exercise due care to verify the true identity of my/our clients and their sources of funds as required under the AMLATFPUAA, and not to facilitate proceeds from unlawful activities to be channelled through my/our clients accounts/facilities with the Banks. For client accounts maintained with banks, I/we agree to provide the identification information and copies of the relevant documentation of my/our clients immediately upon request. I/We agree to notify the Bank immediately, if, during the course of dealing with my/our clients, I/we suspect that their funds are from proceeds of unlawful activities. I/We confirm that my/our application(s) is not used as a channel for money laundering and terrorism financing and my/our source of funds come from lawful sources and does not breach the AMLATFPUAA or similar legislation applying in the jurisdiction where my/our source of funds are derived or any tax laws which I/we is/are subject to.

applying in the jurisdiction where myour source or turius are derived or any tax laws which ywe is/are subject to.			
Signature (Authorised Person)	Signature (Authorised Person)	Signature (Authorised Person)	
Name[As in NRIC]	Name[As in NRIC]	Name[As in NRIC]	
- FOR BANK USE ONLY -			
Attended by / Witnessed by:	Authorised by:		

## **Business Account Details**





### **AGREEMENT**

I/We agree to abide and be bound by OCBC Bank (Malaysia) Berhad and OCBC Al-Amin Bank Berhad ("Bank") respective Terms and Conditions Governing the Account(s) and the Service(s), the terms set out below and in this application form and all amendments, supplements and additions thereto made from time to time by the Banks, by signing at the spaces provided for "Authorised Person(s)" in this application form:

- 1. Subject to the Customer's express instruction restricting disclosure, the Customer consents to the Bank conducting credit checks and verification of information given by Customer in his application for the Accounts or Services with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. The Customer also consents to the Bank's disclosure of the Customer's financial condition, details of accounts, account relationship with the Bank including credit balances to (i) the Bank's data processors or service providers, both within and outside Malaysia, engaged to carry out the Bank's functions and activities; (ii) companies which are related to the Bank 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 "OCBC Group") their assignees and successors-in-title; (iii) 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; (iv) other banks or financial institutions including Cagamas Berhad and Credit Guarantee Corporation (Malaysia) Berhad, mortgage insurers/takaful operators and any reinsurers/re-takaful operators (in or outside Malaysia); (v) credit bureaus, credit reporting agencies, Central Credit Reference Information System, Dishonoured Cheques Information System, and corporations set up for the purposes of collecting and providing credit information; (vi) the security parties and third parties who intend to settle the Customer's indebtedness; (vii) debt collection agents, lawyers, custodians and nominee companies; (viii) the Customer's authorised agents and successors in title; (ix) the Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title; and (x) such persons or bodies to whom the Bank is legally required or permitted by law to di
- 2. The Bank may, subject to compliance with the applicable regulatory rules or guideline, use or apply any information relating to the Customer collected, compiled, or obtained by the Bank through or by whatever means and methods for such purposes as determined by the Bank.
- 3. I / We hereby declare, certify and confirm:
- a. That the person(s) whose signature(s) appear in the Authorised Signatories section below and acting according to the signing condition/mandate indicated therein are authorised to draw, sign, endorse, accept or make for or on my/our behalf all cheques, bills of exchange, orders to pay and any other instruments (even if, where permitted by the Banks the relevant account is or will become overdrawn) in respect of or in connection with the Account(s), even though the payment is for the benefit of any director, employee, authorised person/signatory or individual order of any signing person without the Banks having to enquire into the circumstances or being liable in any way in respect of such payment and the Banks be and are authorised to honour any such cheques, bills of exchange, orders to pay and any other instruments;
- b. That the person(s) whose information appear in the Authorised User section in this application booklet and/or in other letter(s) of instruction is/are authorised to perform and effect the above Service(s) opted by me/us at any time and from time to time for and on my/our behalf in relation to the abovementioned Account(s). I/We confirm that the abovementioned Authorised User(s) has/have sufficient authority and effect all transactions of such services for and on our behalf and all such transactions shall be binding and conclusive on me/us:
- c. That the Banks shall be entitled to rely upon and act on the instructions of the Authorised Signatory(ies), the Authorised Person(s) and the Authorised User(s) until the Banks have actual notice of any changes in such authorization and has a reasonable time to implement such changes;
- d. That I / we are not listed under the "Dishonoured Information Cheques System" (DCHEQS). I/We confirm that should I/we/any of us be listed under the "Dishonoured Information Cheques System" (DCHEQS) the Banks shall have the right to close my/our above Account(s) immediately without notice to me/us;
- e. That I/we agree to comply with the conditions and regulations set by Bank Negara Malaysia under the provisions of the Financial Services Act 2013 and Islamic Financial Services Act 2013 and such other conditions set by the Banks including any alterations, amendments and additions made thereto by Bank Negara Malaysia and/or the Banks from time to time;
- f. That I/we have voluntarily provided my/our personal data to the Banks and consent to the Banks processing my/our personal data to evaluate my/our application for the Account(s) and Service(s). If I/we do not provide any data required in this application, the Banks may not be able to proceed further on my/our application for the Account(s) and Service(s) I/We have read the Banks' Privacy Policy made available to me/us and confirm that I/we have been notified of the following matters via the Privacy Policy (i) the Banks may collect my/our personal data directly from me/us or from third party sources; (ii) purpose for which my/our personal data is collected; (iii) my/our right to access my/our personal data and correct it; (iv) the class of third parties (including those referred in (i) above) to whom the Banks may disclose my/our personal data; (v) the choices and means for limiting the processing of my/our personal data; (vii) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data; (vii) to update my/our personal data as soon as there are changes; and (viii) the Banks' contact details if I/we wish to make inquiries or give feedback;
- g. I/We irrevocably grant consent to the relevant credit reporting agency(ies) (as defined under the Credit Reporting Agencies Act, 2010) ("CRAs") with whom the Banks conduct credit checks to disclose my/our credit report/information to the Banks for the purpose of applying for the Account(s) and Service(s) and for the Banks' risk management and review. The Banks are hereby authorised but is under no obligation to convey my/our consent and the purpose of such disclosure to the relevant credit reporting agency(ies);
- h. Where I/we have provided data of other individuals such as my/our directors, shareholders, relevant managers, partners, office bearers, officers, Authorised Person(s), Authorised Signatory(ies) and Authorised Users for this application, I/we confirm that I/we have obtained consent from them (i) to disclose their personal data to the Banks; (ii) for the Banks' verification of their personal data with credit agencies; (iii) for the Banks to disclose their personal data to classes of third parties described in the Banks' Privacy Policy (including those referred in (i) above). I/We have also informed them to read the Banks' Privacy Policy posted on the Banks' website and available at the Banks' branches on request; and
- i. That If my/our application is successful, the Banks may process my/our personal data and the data of my/our directors, shareholders, relevant managers, partners, office bearers, officers, Authorised Person(s), Authorised Signatory(ies) and Authorised Users as required for the bank-customer relationship. If my/our application is unsuccessful, the Banks may in addition to retention of my/our data and the data of my/our directors, shareholders, relevant managers, partners, office bearers, officers, Authorised Person(s), Authorised Signatory(ies) and Authorised Users for handling enquiries, audit or legal proceedings, may also retain and process my/our personal data to introduce products or services sold or distributed by the Banks. I/we are fully aware that I/we may at anytime instruct the Banks to stop sending me/us marketing materials.

I/We acknowledge that the Banks' Terms and Conditions Governing the Account(s) and the Service(s) are available at the Banks' branches and at www.ocbc.com.my. I/We acknowledge that OCBC Al-Amin Bank Berhad's Service(s) may be facilitated or supported in any way by OCBC Bank (Malaysia) Berhad which bears no responsibility or liability whatsoever to me/us in relation to such facilitation or support.

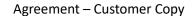
## For Company / Limited Liability Partnership (LLP) / Society / Club / Association

We confirm that the Company / LLP / Society / Club / Association is not insolvent, wound up or placed in liquidation, judicial management or receivership.

## For Partnership

We confirm that none of the partners has any bankruptcy petitions or orders against them and agree that we shall be jointly and severally liable to the Banks for all monies owing and liabilities accrued to the Banks by us or any of us whether in the name of or on behalf of the partnership firm or otherwise. Upon any partner ceasing to be a member of the partnership firm by death, bankruptcy or retirement or otherwise, the Banks shall treat the surviving or continuing partner or partners for the time being as having full power to carry on the business of the partnership firm and to deal with its assets, as if there had been no change in the partnership firm.

## **Business Account Details**





### For Trustee

We understand that the Malaysia Deposit Insurance Act 2011 (Disclosure Requirements for Trust Accounts and Joint Account) Regulation 2012 (Regulation) requires a trustee to submit to Bank on or before 31 March of every assessment year, an annual disclosure containing the following information:

- a. A statement that the deposit in the trust account is held in trust by the trustee;
- The trust account number;
- c. The trustee's name, address and identity card number or passport number or any other identification acceptable to the member institution;
- d. The name and address of each beneficiary or the alphanumeric code or any other code or identifier for such beneficiary; and
- e. The amount or percentage of each beneficiary's interest in the trust account.

We further understand that if a trustee fails to comply with the Regulation, each beneficiary's interest in the trust account shall not be deemed to be a separate deposit and shall not be separately insured.

### For Sole-Proprietorship

I confirm that there is no bankruptcy petition or order against me.

## Risk Disclosure Statement In Connection With Single Control

In the case of dual access or control ("Dual Control"), two or more people are required to be actively involved in order to complete a transaction. This involves having a person responsible for initiating or creating the transaction and another individual of higher authority to approve the transaction in the system. In the case of single access or control ("Single Control") only one person is required to complete a transaction. For all transactions initiated through OCBC Velocity, the system defaults to have Dual Control in place as account fraud and identity theft are frequently the result of Single Control.

The booking of foreign exchange (FX) transactions on OCBC Velocity is by Single Control. The Customer must not initiate any FX transactions on OCBC Velocity if Single Control is not compatible with the Customer's risk management requirements. FX transactions are subjected to exchange rate fluctuations which may potentially result in losses to the Customer.

Declaration by Customer: I/We fully understand and acknowledge the characteristics and risks of having Single Control, which carries risk of compromise when compared with the benefit of Dual Control scheme, which provides an extra layer of security. I/We hereby authorise OCBC Bank to proceed with Single Control setup in OCBC Velocity. I/We shall assume and be responsible for the risks inherent in Single Control scheme. I/We undertake to indemnify and hold the Bank fully indemnified from and against any loss, costs (including solicitor and client costs on a full indemnity basis), charges, damages, claims, demands, actions, proceedings and all other liabilities of whatever nature and howsoever incurred or suffered by me/us or the Bank as a result of the Bank agreeing to act on my/our said authorisation. I/We also understand and agree that the Bank may modify the Terms and Conditions Governing Transaction Banking including the Internet Business Banking Services, or terminate the provision of Single Control scheme by notice to me/us at any time.

### **DECLARATION: ANTI-MONEY LAUNDERING**

I/We further understand that under the Anti-Money Laundering, Anti-Terrorism Financing Proceeds of Unlawful Activities Act 2001 (AMLATFPUAA) requires all banks to disallow their facilities to be used as channels for money laundering and terrorism financing. I/We will exercise due care to verify the true identity of my/our clients and their sources of funds as required under the AMLATFPUAA, and not to facilitate proceeds from unlawful activities to be channelled through my/ our clients accounts/facilities with the Banks. For client accounts maintained with banks, I/we agree to provide the identification information and copies of the relevant documentation of my/our clients immediately upon request. I/We agree to notify the Banks immediately, if, during the course of dealing with my/ our clients, I/we suspect that their funds are from proceeds of unlawful activities. I/We confirm that my/our application is not used as a channel for money laundering and terrorism financing and my/our source of funds come from lawful sources and does not breach the AMLATFPUAA or similar legislation applying in the jurisdiction where my/our source of funds are derived or any tax laws which I/we is/are subject to.

## **DECLARATION: PERBADANAN INSURANS DEPOSIT MALAYSIA (PIDM)**

I/We hereby acknowledge that I/we have been informed that the account(s) I/we intend to open is/are protected by PIDM up to RM250,000 for each depositor and I/we hereby acknowledge receipt a copy of the PIDM brochure.

## **DECLARATION: FOREIGN EXCHANGE ADMINISTRATION RULES**

- 1. I/We agree to comply with the conditions and regulations set by Bank Negara Malaysia under the provisions of the Foreign Exchange Policy Notices ("FEP Notices") issued pursuant to Section 214 of the Financial Services Act 2013 and Section 225 of the Islamic Financial Services Act 2013 and such other conditions set by the Bank including any alterations, amendments and additions made thereto by Bank Negara Malaysia and/or the Bank from time to time.
- 2. Chinese Yuan or Renminbi (CNY/CNH) Currency Account(s): I/We acknowledge that the opening and operation of the CNY Account(s) is also subject to the banking practices and laws of China and its regulatory bodies on the CNY currency, including any amendments which may be made to such laws rules and regulations from time to time. If the continuation of such Account(s) would be in breach of any such banking practices, laws or regulations, the Bank may close the CNY Account(s), withdraw or suspend the operation of the CNY Account(s) in accordance with Clause 12 Part 1 of the Bank's Accounts and Services-Main Terms and Conditions or impose such requirements or additional conditions to be complied by me/us.
- 3. I/We undertake and agree that the Bank reserve the right to reject or reverse in its entirety any deposit(s) or proceeds through inward remittance in the absence of any clear and specific instructions or which may directly or indirectly result in a breach of the aforesaid conditions and limits and/or to reverse such sum or sums from my/our Account(s) which have breached the aforesaid limits caused by any other reasons including but not limited to the crediting of interest/ profit and fluctuations in exchange rate, under which the Bank is then authorized to convert such deposits, proceeds or sums into Ringgit Malaysia at the Bank's prevailing conversion rate and the proceed shall be remitted to me/us in accordance with my instruction as above.
- 4. I/We hereby indemnify the Bank fully against all consequences and/or liabilities of any kind whatsoever directly arising from or relating to the authorization given and against all payments made by the Bank in respect of such consequences and/or liabilities including legal fees and costs as between solicitor and client and all or any sums demanded by the Bank in respect of any proceedings brought against the Bank.
- 5. I/We agree that the Bank may close the Account(s) without notice to me/us if the opening and/or maintenance of such Account(s) would be in violation of any applicable laws, regulations, rules, directives and guidelines in force affecting the Account(s) as shall be determined by the Bank. Unless prohibited by such applicable laws, regulations, rules and directives, the funds in the Account(s) will be converted into Ringgit Malaysia and shall be remitted to me/us in accordance with the Bank usual practice.
- 6. I/We acknowledge and understand that:-
- a. There is an inherent exchange rate risk in Foreign Currency deposits. In particular, a decline in the Foreign Currency's exchange rate relative to my/our currency of choice will reduce (or even eliminate) my/our return or earnings on the Foreign Currency Deposits; and
- b. Any currency in which the Bank's payment obligations are denominated may become unavailable due to restriction on convertibility, transferability, requisitions, government acts, orders, decrees and regulatory, involuntary transfers, distraints of any character, exercise of military or usurped powers, acts of war or civil strife, monetary union or exchange or similar causes beyond the Bank's reasonable control and the Bank may satisfy such payment obligations by making payment in such other currency as the Bank deems fit.
- 7. I/We acknowledged that I/we have received, read and understood the FEP education brochure provided by the Bank and hereby undertake to ensure compliance with all applicable FEP Notices at all times for all activities performed for all of my / our accounts maintained with the Bank.



### TERMS AND CONDITION

By signing up for Business Access ("BA"), the Eligible Customer (as defined below) agrees to be bound by the following terms and conditions ("Terms & Conditions").

### Eligibility

- BA is available to business banking (excluding retail banking) customers who have Current Account ("CA") with OCBC Bank (Malaysia) Berhad (known as "the Bank"). 1.1. Customers with any accounts (including financing) which do not fulfil the Bank's requirements may at the Bank's sole discretion lose eligibility for BA.
- A newly opened CA must have a minimum initial deposit/account ledger balance of RM 50,000.00, unless an exception is allowed at the Bank's sole discretion for the CA 1.2. to be topped up within ninety (90) days ("Time Limit") from the date of CA opening. If the CA balance remains zero after the Time Limit, the customer loses the eligibility for BA, and the Bank has the right to terminate the CA with prior notice to the customer.
- The Bank reserves all rights to review eligibility of a customer for BA from time to time. Losing of eligibility reverts the features and pricing of the customer's CA and related services to the usual and prevailing Bank's standard/counter rates. Any promotional interest for CA will become unavailable for each day on or after eligibility is lost. The Bank reserves the right to demand at its sole discretion repayment of the promotional interest paid for every ineligible day.
- 1.4. CA is protected by PIDM up to RM250,000 for each depositor.

## **Monthly Account Fee**

- RM20.00 if the account's monthly average balance is less than RM 50,000.00; or 2.1.
- 2.2. RM10.00 if the account's monthly average balance is RM 50,000.00 or more

### **OCBC Business Access**

Subject to these Terms and Conditions, on the Bank's approval of the customer's application, and as long as the customer does not lose the eligibility for BA, the customer enjoys the features and product pricing of BA as summarised below:

Account Benefits (All fees and charges are inclu	sive of GST)
Business Current Account	
<ul> <li>Promotional interest rates</li> </ul>	Subject to offer period(s) and criteria set at the Bank's sole discretion at any time and from time to time. Unless the Bank specifies otherwise, promotional interest rates are calculated on a daily basis based on the daily closing balance and credited into the CA at month end. Promotional interest rates (if any) are subject to review at the Bank's sole discretion from time to time and at any time including terminating or changing these rates without prior notice to the customers.
Internet Banking	
<ul> <li>Monthly subscription fee</li> </ul>	Waived
OCBC OneToken	Free 2 OCBC OneToken upon sign-up only. Additional OCBC OneToken is RM40.00 each.
eAlerts SMS Notification (SP2)	
<ul> <li>Monthly subscription fee</li> </ul>	Waived for 1 user 1 account only
Cash Management Workshop	
<ul> <li>Group training</li> </ul>	Waived
Other Benefits and Add-on (All fees and charg	es are inclusive of GST)
GIRO	
<ul> <li>Transaction fee</li> </ul>	RM0.10 per transaction via internet banking
<ul> <li>Submission to statutory bodies</li> </ul>	Waived
RENTAS	
<ul> <li>Transaction fee</li> </ul>	RM2.00 per transaction via internet banking
Telegraphic Transfer (Cost of wire)	
SGD & IDR	RM5.00 per transaction via internet banking
<ul> <li>Other currencies</li> </ul>	RM20.00 per transaction via internet banking
OCBC Connect (Direct Debit)	
<ul> <li>Transaction fee</li> </ul>	No transaction fee for the first 1,000 CA collection via internet banking
<ul> <li>DDA Form processing fee</li> </ul>	RM2.00 per submission payable to PayNet

#### 3.2. GIRO

- 3.2.1. GIRO transaction via internet banking is chargeable at RM0.10 per transaction per account. The Bank reserves the right at its absolute discretion to review this rate from time to time.
- 3.2.2. Apart from that, there are no charges for submissions to the following statutory bodies:
  - Employees Provident Fund (EPF)
  - Inland Revenue Board of Malaysia (IRB)
  - Social Security Organisation (SOCSO)
  - Pusat Pungutan Zakat Majlis Agama Islam Wilayah Persekutuan (PPZ-WP)

#### 3.3. OCBC Connect (Direct Debit)

- There is no transaction fee for the first 1.000 CA collections via internet banking within the calendar year only. The Bank reserves the right at its absolute discretion to review this rate from time to time.
- A one-off DDA form processing fee of RM2.00 per submission is payable to PayNet. 3.3.2.
- OCBC Velocity (internet banking) 3.4.
  - There is no monthly subscription fee for OCBC Velocity. The Bank reserves the right at its absolute discretion to review this rate from time to time. 3.4.1.
  - Customer who sign-up for BA shall select 1 of the following packages: 3.4.2.
    - Basic Plus:
    - Classic 1; or
    - Classic 2

Eligible customers are entitled for two (2) free OCBC OneToken (digital token) per account upon sign up only. The subsequent OCBC OneToken costs RM40.00

## **Business Access**





#### eAlerts 3.5.

- There are no charges for email and SMS notification Service Package 2. eAlerts consists of the following: 3.5.1.
  - Daily available account balance
  - Funds top-up
  - Cheque deposited cleared
  - Inward and Outward returned cheque
  - Cheque Issued
  - Incoming Funds
  - Outgoing Funds
- 3.5.2. eAlerts monthly subscription fee is waived for one user one account for Service Package 2 upon sign up. Standard fee and charges shall apply for additional user(s) or account(s).
- 3.5.3. The Bank reserves the right at its absolute discretion to review this rate from time to time.

#### 3.6 Telegraphic Transfer (TT)

- Telegraphic Transfer transactions performed via internet banking may enjoy discounts up to 50% on telegraphic transfer cost of wire. Normal charges shall apply 361 for transaction via branch submission.
- 3.6.2. Cost of wire for telegraphic transfer is charged at RM20.00 per transaction for all currencies except SGD & IDR via internet banking. Both SGD & IDR are charged at RM5.00 per transaction via internet banking.
- 3.6.3. The cost of wire is subject to changes. The Bank reserves the right at its absolute discretion to review this rate from time to time. Customers may call OCBC Business Banking Customer Service Centre ("BBCSC") at 03 8317 5200 (OCBC Bank) to get the latest rate.

#### RENTAS 3.7.

- 3.7.1. RENTAS transactions performed via internet banking is chargeable at RM2.00 per transaction per account.
- 3.7.2. The Bank reserves the right at its absolute discretion to review this rate from time to time.
- 3.8. Cash Management Workshop:
  - Cash Management Workshop is available as follows: 3.8.1.
    - $\label{thm:conducted} \textbf{Group training: to be conducted via WebEx, virtual training through online application.}$
  - 3.8.2. There are no charges for group training. The minimum capacity is three (3) persons per session. The maximum capacity of the training session is dependent on space availability in WebEx.
  - 3.8.3. The training content comprises of GIRO, Direct Debit and internet banking and may vary from time to time depending on the customers' needs.

#### 39 Corporate Phone Banking

- 3.9.1. Customers can call Business Banking Commercial Service Centre for enquiries:
  - OCBC Bank: (603) 8317 5200
- The operating hours of the Corporate Phone Banking service is 9:00am to 6:00pm, Monday to Friday.
- 3.10. By signing up BA, eligible customers who fulfil the entry requirement are eligible to receive the special pricing stated in Clause 3.1 subject to these terms and conditions:
  - The Accounts and Services Main Terms and Conditions;
  - The Cash Management Services terms and conditions for OCBC Bank;
  - 3.10.3. Interbank GIRO Terms and Conditions;
  - 3.10.4. Internet Banking Terms and Conditions;
  - 3.10.5. Telegraphic Transfer (TT) Terms and Conditions; and
  - 3.10.6. **RENTAS Terms and Conditions.**

## **General Conditions**

- BA is not valid in conjunction with any other promotions, special offers, campaigns, programmes, etc. by the Bank.
- The Bank reserves the right at its absolute discretion to debit the customer's account(s) with OCBC Bank whichever it deems appropriate for any prevailing bank and/or 4.2. statutory fees, stamp duty, commission and/or service charges, reimbursement and/or (for ineligible customers) any repayment of promotional interest.
- The Bank reserves the right at its absolute discretion to withdraw, cancel, suspend, extend or terminate BA at any time in whole or in part, or to vary, delete or add to any 4.3. of the terms and conditions herein at any time with prior notice, by way of posting on the Bank's website at (www.ocbc.com.my), or in any other method deemed appropriate by the Bank. Each customer agrees to access the Bank's website stated herein at regular time intervals to view the terms and conditions herein and to ensure that the customer is kept up-to-date with any changes or variations to these terms and conditions. The customers shall not be entitled to claim for any compensation against the Bank for any and all loss and damage howsoever suffered or incurred by the customers, whether as a direct or indirect result of any withdrawal, cancellation, suspension, extension or termination of BA or any variation, deletion or addition to any of the terms and conditions herein.
- These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and Account Holders agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia.

## TERMS AND CONDITION

By signing up for Business Signature ("BS"), the Eligible Customer (as defined below) agrees to be bound by the following terms and conditions ("Terms & Conditions").

### 1. Eligibility

- 1.1. BS is available to business banking (excluding retail banking) customers who have Current Account ("CA") with OCBC Bank (Malaysia) Berhad (known as "the Bank"). Customers with any accounts (including financing) which do not fulfil the Bank's requirements may at the Bank's sole discretion lose eligibility for BS.
- 1.2. A newly opened CA must have a minimum initial deposit/account ledger balance of RM 250,000.00, unless an exception is allowed at the Bank's sole discretion for the CA to be topped up within ninety (90) days ("Time Limit") from the date of CA opening. If the CA balance remains zero after the Time Limit, the customer loses the eligibility for BS, and the Bank has the right to terminate the CA with prior notice to the customer.
- 1.3. The Bank reserves all rights to review eligibility of a customer for BS from time to time. Losing of eligibility reverts the features and pricing of the customer's CA and related services to the usual and prevailing Bank's standard/counter rates. Any promotional interest for CA will become unavailable for each day on or after eligibility is lost. The Bank reserves the right to demand at its sole discretion repayment of the promotional interest paid for every ineligible day.
- 1.4. CA is protected by PIDM up to RM250,000 for each depositor.

## 2. Monthly Account Fee

- 2.1. RM20.00 if the account's monthly average balance is less than RM 250,000.00; or
- 2.2. RM10.00 if the account's monthly average balance is RM 250,000.00 or more

### 3. OCBC Business Signature

3.1. Subject to these Terms and Conditions, on the Bank's approval of the customer's application, and as long as the customer does not lose the eligibility for BS, the customer enjoys the features and product pricing of BS as summarised below:

Account Benefits (All fees and charges are inclu	sive of GST)
Business Current Account	
<ul> <li>Promotional interest rates</li> </ul>	Subject to offer period(s) and criteria set at the Bank's sole discretion at any time and from time to time. Unless the Bank
	specifies otherwise, promotional interest rates are calculated on a daily basis based on the daily closing balance and
	credited into the CA at month end. Promotional interest rates (if any) are subject to review at the Bank's sole discretion
	from time to time and at any time including terminating or changing these rates without prior notice to the customers.
Internet Banking	
<ul> <li>Monthly subscription fee</li> </ul>	Waived
<ul> <li>OCBC OneToken</li> </ul>	Free 4 OCBC OneToken upon sign-up only. Additional OCBC OneToken is RM40.00 each.
eAlerts SMS Notification (SP2)	
<ul> <li>Monthly subscription fee</li> </ul>	Waived for 1 user 1 account only
Cash Management Workshop	
<ul> <li>Group training</li> </ul>	Waived
Other Benefits and Add-on (All fees and charg	es are inclusive of GST)
GIRO	
<ul> <li>Transaction fee</li> </ul>	NO transaction fee via internet banking
<ul> <li>Submission to statutory bodies</li> </ul>	Waived
RENTAS	
<ul> <li>Transaction fee</li> </ul>	NO transaction fee via internet banking
Telegraphic Transfer (Cost of wire)	
<ul> <li>SGD &amp; IDR</li> </ul>	RM5.00 per transaction via internet banking
<ul> <li>Other currencies</li> </ul>	RM5.00 per transaction via internet banking
OCBC Connect (Direct Debit)	
<ul> <li>Transaction fee</li> </ul>	No transaction fee for the first 1,000 CA collection via internet banking
<ul> <li>DDA Form processing fee</li> </ul>	RM2.00 per submission payable to PayNet

## 3.2. GIRO

- 3.2.1. GIRO transaction via internet banking is no charge. The Bank reserves the right at its absolute discretion to review this rate from time to time.
- 3.2.2. Apart from that, there are no charges for submissions to the following statutory bodies:
  - Employees Provident Fund (EPF)
  - Inland Revenue Board of Malaysia (IRB)
  - Social Security Organisation (SOCSO)
  - Pusat Pungutan Zakat Majlis Agama Islam Wilayah Persekutuan (PPZ-WP)

## 3.3. OCBC Connect (Direct Debit)

- 3.3.1. There is no transaction fee for the first 1,000 CA collections via internet banking within the calendar year only. The Bank reserves the right at its absolute discretion to review this rate from time to time.
- 3.3.2. A one-off DDA form processing fee of RM2.00 per submission is payable to PayNet.
- 3.4. OCBC Velocity (internet banking)
  - 3.4.1. There is no monthly subscription fee for OCBC Velocity. The Bank reserves the right at its absolute discretion to review this rate from time to time.
  - 3.4.2. Customer who sign-up for BS shall select 1 of the following packages:
    - Basic Plus;
    - Classic 1; or
    - Classic 2
  - 3.4.3. Eligible customers are entitled for four (4) free OCBC OneToken (digital token) per account upon sign up only. The subsequent OCBC OneToken costs RM40.00 each.

### 3.5. eAlerts

- 3.5.1. There are no charges for email and SMS notification Service Package 2. eAlerts consists of the following:
  - Daily available account balance
  - Funds top-up
  - Cheque deposited cleared
  - Inward and Outward returned cheque
  - Cheque Issued
  - Incoming Funds
  - Outgoing Funds
- 3.5.2. eAlerts monthly subscription fee is waived for one user one account for Service Package 2 upon sign up. Standard fee and charges shall apply for additional user(s) or account(s).
- 3.5.3. The Bank reserves the right at its absolute discretion to review this rate from time to time.

### 3.6. Telegraphic Transfer (TT)

- 3.6.1. Telegraphic Transfer transactions performed via internet banking may enjoy discounts up to 50% on telegraphic transfer cost of wire. Normal charges shall apply for transaction via branch submission.
- 3.6.2. Cost of wire for telegraphic transfer is charged at RM5.00 per transaction for all currencies via internet banking.
- 3.6.3. The cost of wire is subject to changes. The Bank reserves the right at its absolute discretion to review this rate from time to time. Customers may call OCBC Business Banking Customer Service Centre ("BBCSC") at 03 8317 5200 (OCBC Bank) to get the latest rate.

### 3.9. RENTAS

- 3.9.1. RENTAS transactions perform via internet banking is no charge.
- 3.9.2. The Bank reserves the right at its absolute discretion to review this rate from time to time.
- 3.8. Cash Management Workshop:
  - 3.8.1. Cash Management Workshop is available as follows:
    - Group training: to be conducted via WebEx, virtual training through online application.
  - 3.8.2. There are no charges for group training. The minimum capacity is three (3) persons per session. The maximum capacity of the training session is dependent on space availability in WebEx.
  - 3.8.3. The training content comprises of GIRO, Direct Debit and internet banking and may vary from time to time depending on the customers' needs.

### 3.11. Corporate Phone Banking

- 3.11.1. Customers can call Business Banking Commercial Service Centre for enquiries:
  - OCBC Bank: (603) 8317 5200
- 3.11.2. The operating hours of the Corporate Phone Banking service is 9.00am to 6:00pm, Monday to Friday.
- 3.12. By signing up BS, eligible customers who fulfil the entry requirement are eligible to receive the special pricing stated in Clause 3.1 subject to these terms and conditions:
  - 3.12.1. The Accounts and Services Main Terms and Conditions;
  - 3.12.2. The Cash Management Services terms and conditions for OCBC Bank and OCBC Al-Amin;
  - 3.12.3. Interbank GIRO Terms and Conditions;
  - 3.12.4. Internet Banking Terms and Conditions;
  - 3.12.5. Telegraphic Transfer (TT) Terms and Conditions; and
  - 3.12.6. RENTAS Terms and Conditions.

## 4. General Conditions

- 4.1. BS is not valid in conjunction with any other promotions, special offers, campaigns, programmes, etc. by the Bank.
- 4.2. The Bank reserves the right at its absolute discretion to debit the customer's account(s) with OCBC Bank whichever it deems appropriate for any prevailing bank and/or statutory fees, stamp duty, commission and/or service charges, reimbursement and/or (for ineligible customers) any repayment of promotional interest.
- 4.3. The Bank reserves the right at its absolute discretion to withdraw, cancel, suspend, extend or terminate BS at any time in whole or in part, or to vary, delete or add to any of the terms and conditions herein at any time with prior notice, by way of posting on the Bank's website at (www.ocbc.com.my), or in any other method deemed appropriate by the Bank. Each customer agrees to access the Bank's website stated herein at regular time intervals to view the terms and conditions herein and to ensure that the customer is kept up-to-date with any changes or variations to these terms and conditions. The customers shall not be entitled to claim for any compensation against the Bank for any and all loss and damage howsoever suffered or incurred by the customers, whether as a direct or indirect result of any withdrawal, cancellation, suspension, extension or termination of BS or any variation. deletion or addition to any of the terms and conditions herein.
- 4.4. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and Account Holders agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia.

# Foreign Exchange Policy Notices (FEP Notices)

### Important notice:

You are advised to read and understand the FEP Notices and ensure all activities performed for accounts maintained with OCBC Bank (Malaysia) Berhad and/or OCBC Al-Amin Bank Berhad comply with the FEP Notices at all times.

Please note that this is not a complete set of the FEP Notices and they may be revised from time to time. You are advised to get the full and latest FEP Notices from Bank Negara Malaysia's Foreign Exchange Policy website at <a href="https://www.bnm.gov.my/fep">https://www.bnm.gov.my/fep</a>.

### What is it?

The FEP Notices are a set of rules that are administered by Bank Negara Malaysia ("BNM") under the Financial Services Act 2013 and Islamic Financial Services Act 2013 to safeguard the value of the currency of Malaysia.

### What is required from me?

- Let us know about your residency status (you will need to declare your status whenever you open an account)
- Ensure any payments and receipts to/from your account meet the permissible purposes
- Tell us about (i) your domestic ringgit borrowing status and (ii) investment status, when you
  intend to invest in foreign currency assets ► Section B
- Ensure any transaction to/from your foreign currency account meets the permissible sources and uses of funds Section C
- <u>Obtain BNM's prior approval</u> if your transaction does NOT meet the permissible purposes listed in *Section A* or the sources of funds and the allowable limits listed in *Section B and Section C*.
- Obtain BNM's prior approval if you have any dealing or transaction with any Israeli residents or Israeli-owned or controlled entities or involving the Israeli currency in any manner\*.
- \*Applicable to resident and non-resident in Malaysia. More details at <a href="https://www.bnm.gov.my/fep">https://www.bnm.gov.my/fep</a>

You may submit your application online via BNM's FEP Submission System at https://fep.bnm.gov.my/fep-pub/login

### Who does it apply to?

- Residents who are dealing in foreign currencies
- Non-Residents who are dealing in Malaysian Ringgit, in Malaysia

Definition of Resident:	Definition of Non-Resident:
Mala ysian citizen; or	Non- Malaysian citizen; or
Mala ysian ci tizen with PR s tatus of another	Mala ysian ci tizen with PR status abroad and
country but resides in Malaysia; or	resides abroad; or
Non-Malaysian citizen with PR status in	<ul> <li>Foreign embassies, high commissions,</li> </ul>
Malaysia and resides in Malaysia; or	s up ranationals, central banks; or
Business enterprises/societies	Business entities established a broad
e stablished /operating in Malaysia	

### ► Section A: You may make or receive payment (including cheques issued and deposited)

### I. In Malaysian Ringgit in the following scenarios:

Between Resident & Non-Resident	Between Non-Residents
Settlement of a ringgit asset including any	Settlement of a ringgit a sset including a ny
income and profit due from the ringgit asset	income and profit due from the ringgit asset
Settlement of a trade in goods and services	Settlement of domestic trade in goods or
	s ervi ces in Malaysia
In come earned or expense in curred, in Malaysia	In come earned or expense in curred, in Malaysia
Settlement of a commodity murabahah	Settl ement of a commodity murabahah
transaction between a resident and non-resident	transaction between non-residents
participant un dertaken through a resident	und ertaken through a resident commodity
commodity trading service provider	tra ding service provider
Settlement of reinsurance for domestic insurance	
bus iness or retakaful for domestic takaful	
business between a resident and a person	
l i censed to undertake Labuan insurance or	
takaful business under LFSSA or LIFSSA	
Settlement of a Financial Guarantee denominated	
in Ringgit, to secure an underlying Borrowing in	
Ringgit	
Settlement of a Non-Financial Guarantee	Settlement of a Non-Financial Guarantee
denominated in Ringgit for use in Malaysia	denominated in Ringgit for use in Malaysia
For any purpose between immediate family	For any purpose between immediate family
members	members
Settlement of a court judgement where	
the transaction under litigation is	
undertaken in compliance with FEP	
Notices.	

### II. In Foreign Currency in the following scenarios:

### **Between Residents**

Settlement for purchase of onshore foreign currency investment product (offered by licensed onshore banks, licensed merchant banks, local licensed fund manageror R entities permitted by the Controller) subject to compliance to Notice 3

 $Settlement for foreign \ currency \ denominated \ future \ contracts \ traded \ on \ Bursa\ Malaysia\ subject \ to \ compliance \ to\ Notice\ 3$ 

Settlement to resident futures broker for purchase of foreign currency denominated derivatives (excluding exchange rate derivatives) on specified overseas exchanges under the Capital Markets and Services Act 2007, undertaken by a resident with firm commitment.

Settlement of a commodity murabahah transaction between resident participants undertaken through a resident commodity trading service provider

Settlement for education, employment or migration outside Malaysia

Settlement of domestic trade in goods or services between a resident exporter and a resident entity involved in the Global Supply Chain operations in Malaysiasubject to fulfilment of certain conditions

Settlement for a miscellaneous expense incurred outside Malaysia between a Resident Individual

Settlement for a miscellaneous expense incurred outside Malaysia between a Resident Individual residing in Malaysia and a Resident Individual residing outside Malaysia, which is a Current Account Transaction that is of reasonable amount and infrequent in nature

### II. In Foreign Currency in the following scenarios (cont'd):

### Between Resident & Non-Resident

A resident is allowed to make or receive payment to or from a non-resident in foreign currency for any purpose, excluding payment made or received for—

- A Foreign Currency-denominated derivative or Islamic derivative offered by a Resident unless approved by BNM under Part B of Notice 5 or otherwise approved in writing by BNM;
- A derivative or Islamic derivative which is referenced to Ringgit unless approved by BNM under Part B of Notice 5 or otherwise approved in writing by BNM; or
- An Exchange Rate Derivative offered by a Non-Resident unless approved by BNM under Notice 1 or otherwise approved in writing by BNM.

## ► Section B: Investment in Foreign Currency Assets for your own account

Some examples of foreign currency (FCY) assets with OCBC Malaysia include FCY Call Account / Time Deposit, Dual Currency Investment (DCI), FCY Retail Bonds and Overseas Property Financing in FCY.

### I. If you are a Resident individual, sole proprietor or general partnership:

Without domestic ringgit borrowing you are allowed to invest in foreign currency assets of any amount; or

With domestic ringgit borrowing 1 you are allowed to invest in foreign currency assets of

- · Any amount using foreign currency funds
- o from outside Malaysia except proceeds of Export of Goods;
- o from non-resident, other than foreign currency borrowing; or
- sourced from Investment FCA (IFCA)
- Up to RM10million equivalent in aggregate<sup>2</sup> of foreign currency borrowing obtained by the resident from a licensed onshore bank or a non-resident; or
- Any amount where the investment is in real estate<sup>3</sup> outside Malaysia for the purpose of education, employment or migration; or
- Up to RM1 million equivalent in aggregate 4 per calendar year -
- using foreign currency funds sourced from Trade FCA (TFCA);
- o using foreign currency funds sourced from conversion of ringgit; or
- through the swapping of a Ringgit-denominated financial asset in Malaysia for a financial asset in Labuan Entity or outside Malaysia
- <sup>1</sup> "domestic ringgit borrowing (DRB)" means (a) any borrowing in ringgit obtained by a resident from another resident or (b) any obligation considered or deemed as DRB under any of the FEP Notices.
- <sup>2</sup> Computed based on an aggregate of Borrowing in Foreign Currency by the Resident Individual and a sole proprietor and a General Partnership owned by the Resident Individual.
- <sup>3</sup>The real estate is for the Resident Individual's own accommodation or the Resident Individual's Immediate Family Member's accommodation only.
- <sup>4</sup> Computed in aggregate based on the Resident Individual, sole proprietor and General Partnership's investment in Foreign Currency Asset.

# Investment in Foreign Currency Assets for your own account (cont'd) II. If you are a Resident entity:

Without domestic ringgit borrowing you are allowed to invest in foreign currency assets of any

With domestic ringgit borrowing you are allowed to invest in foreign currency assets of

- · Any amount using foreign currency funds
  - from outside Malaysia except proceeds of Export of Goods;
  - o from non-resident, other than foreign currency borrowing; or
  - sourced from Investment FCA (IFCA)
- Any amount using foreign currency borrowing obtained from a licensed onshore bank for direct investment a broad:
- Up to the amount of approved foreign currency borrowing obtained from a non-resident as set out in Part B of Notice 2;
- Up to the amount of the proceeds sourced from the listing of shares through an Initial Public Offering on the Main Market of Bursa Malaysia; or
- Up to RM50 million equivalent in aggregate<sup>4</sup> per calendar year
  - o using foreign currency funds sourced from Trade FCA (TFCA);
  - o using foreign currency funds sourced from conversion of ringgit; or
  - o foreign currency borrowing obtained from a licensed onshore bank for purposes other than direct investment a broad; or
- through the swapping of a Ringgit-denominated financial asset in Malaysia for a financial asset in Labuan Entity or outside Malaysia

Note: For purposes of determining the DRB status of a Resident Entity -

- (a) the Resident Entity is deemed to have a DRB when another Resident Entity with Parent-Subsidiary Relationship has a DRB; and
- (b) The following shall **not** be considered as DRB -
  - a borrowing obtained by a resident entity from another resident entity within its group of entities with parent–subsidiary relationship;
  - ii) a borrowing obtained from its Direct Shareholder; or
  - (iii) any facility including credit facility or refinancing facility which is used for Sundry Expense<sup>2</sup> or Employees' Expenses<sup>3</sup> only.

<sup>2</sup> Sundry expenses refer to expenses that are small in amount and infrequent including office supplies (e.g. stationeries), purchase of ancillary services (e.g. software and online subscription) and other minor expenses to facilitate daily business operations of the entity.

<sup>3</sup> Employees' expenses refer to business-related expenses which may include, but not limited to travel (e.g. lodging and transportation), entertainment, health, insurance, Takaful and other employees' expenses excluding for investment

<sup>4</sup> the RM50 million equivalent refers to investment in Foreign Currency Asset by the resident entity and other resident entities within its group of entities with parent-subsidiary relationship.

<sup>&</sup>lt;sup>1</sup> "domestic ringgit borrowing (DRB)" means (a) any borrowing in ringgit obtained by a resident from another resident or (b) any obligation considered or deemed as DRB under any of the FEP Notices.

## ► Section C: Foreign Currency Account (FCA)

Effective 5 December 2016, existing FCAI and FCAII will be replaced by Trade Foreign Currency Account (Trade FCA) and Investment Foreign Currency Account (Investment FCA) respectively. The source of funds and uses of funds permissible for each of the FCA is as follows:

	I. Resident individual, sole proprietor or general partnership		
	Trade FCA	Investment FCA	
Source of funds	A. Up to 100% of proceeds of Export of Goods B. Conversion of ringgit on spot basis subject to availability of FC obligations* C. Settlement of FX Forward contracts D. Other foreign currency funds *only if the balances in the Trade FCA are not enough to meet the FC obligations.	A. Any amount using foreign currency funds —     From outside Malaysia except proceeds of Export of Goods     From a non-resident, other than foreign currency borrowing	
Uses of funds	A. Foreign currency obligations	Any purpose	

ISC		

This information is for general reference only. If you require the information for any purposes, please refer to the FEP Notices published at Bank Negara Malaysia's website and obtain (as required) independent advice. OCBC Bank (Malaysia) Berhad and OCBC AI-Amin Bank Berhad accept no liability for any part of thi document.

II. Resident Entities		
Trade FCA	Investment FCA	
<ul> <li>A. Up to 100% of proceeds of Export of Goods</li> <li>B. Conversion of ringgit on spot basis subject to availability of FC obligations*</li> <li>C. Receipt by resident entity from resident exporter involved in the global supply chain for settlement of domestic trade in goods and services</li> <li>D. Settlement of FX Forward contracts</li> <li>E. Other foreign currency funds</li> <li>*only if the balances in the Trade FCA are not enough to meet the FC obligations.</li> </ul>	except proceeds of Export of Goods  From a non-resident, other than foreign currency borrowing  Foreign currency borrowing from a licensed onshore bank for direct investment abroad (DIA)	
A. Foreign currency obligations	Resident Entity with Parent-Subsidiary Relationship's investment in foreign currency asset.  Any purpose	
<ul> <li>Import payment</li> <li>Foreign currency I oan repayment</li> <li>Transfer into Investment FCA subject to</li> </ul>		
investment limit  C. Other current international transactions  D. Payment by a resident exporter to other residents involved in the global supply chain for settlement of domestic trade in goods and services		

Under the Liberalisation of Foreign Exchange Policy Notices read with the related FAQs ("FEP Notices"), Bank Negara Malaysia (BNM) has announced FEP Notices which provides greater flexibilities to businesses as part of their continued efforts to strengthen Malaysia's position in the global supply chain and to foster a conducive environment in attracting foreign direct investment (FDI) into Malaysia. Below is the summary of BNM's announcement.

### 1.Removal of export conversion rule

Resident exporters may now manage the conversion of export proceeds according to their foreign currency cash flow needs. Mandatory 75% conversion to Malaysia Ringgit is no longer applicable and resident exporters may maintain 100% of their export proceeds in their respective TFCA.

### 2.Resident exporters can settle domestic trade in foreign currency with other residents involved in the global supply chain[1]

Recognising Malaysian exporters' vital position in the global supply chain, this measure will facilitate natural hedge for resident exporters and their business partners along the supply chain to better manage the foreign exchange risk.

### 3. Resident exporters can extend the period for repatriation of export proceeds beyond six months under exceptional circumstances[2]

While the 6-month rule remains in place, this flexibility eliminates the need for exporters to seek BNM's approval in repatriating their export proceeds beyond the 6-month period for reasons beyond the exporters' control. For other purposes, approval from BNM is still required.

### 4.Resident exporters can net-off export proceeds against permitted foreign currency obligations[3]

With this flexibility, exporters no longer need to seek approval from BNM for netting arrangements involving export proceeds. This would enhance business efficiency and cash flow management for exporters.

### 5. Resident corporates can undertake commodity derivatives hedging directly with non-resident counterparties

In addition to the current access to resident futures brokers for their commodity hedging needs, resident corporates are allowed to transact commodity derivatives with non-resident futures brokers directly. This provides greater risk management avenue and choice for resident corporates to hedge their commodity price risk.

- [1] Global supply chain is defined as a business activity where resident importers purchase goods or services from overseas to support production and distribution of goods or services by resident exporters for their export activities. This includes domestic trade transactions between the resident importer and the resident exporter undertaken through resident intermediaries.
- [2] Exceptional circumstances are defined as a situation where exporters have no control over the delay in receiving the export proceeds e.g. their buyers are in financial difficulties (see FAQs for more details)
- [3] Such as netting of export receivables against import payables with the same overseas buyer and supplier (see FAQs for more details).
- [4] Refer to BNM's website at https://www.bnm.gov.my/fep.

Source: BNM's Website/Foreign Exchange Policy

Please note that under the laws of Malaysia, any person who fails to comply with FE Notices commits an offence and shall on conviction, be liable to imprisonment for a term not exceeding 10 years or to a fine not exceeding RM50 million or to both.

### Foreign Exchange Policy Notice 7 – Export of Goods

1. A Resident exporter shall receive the proceeds of its Export of Goods in Malaysia (a) in Ringgit or Foreign Currency which shall be placed in a Ringgit account or Trade FCA (b) in full value excluding any (i) approved deductions related to the Export of Goods as listed in Appendix A of FEP Notice 7; and excluding any (ii) amount spent for approved offsetting or writing-off arrangements as listed in Appendix B of FEP Notice 7.

A Resident exporter shall receive the proceeds of its Export of Goods in Malaysia earlier than or in accordance with the payment date of the export contract which shall not exceed six (6) months from the date of shipment. However, where any of the circumstances stated in Appendix C of FEP Notice 7 applies, the Resident exporter may receive the proceeds of its Export of Goods up to twenty-four (24) months from the date of shipment.

- 2. The above shall not apply to proceeds of Export of Goods categorised under Appendix D of FEP Notice 7.
- 3. Where a Non-Resident undertakes settlement for an Export of Goods in Ringgit in Malaysia, the Ringgit shall be sourced from (a) buying of Ringgit against Foreign Currency in accordance with Part B of FEP Notice 1; (b) an External Account of the Non-Resident; (c) an External Account of an NRFI acting on behalf of the Non-Resident, where it shall involve the buying of Ringgit in accordance with Part B of FEP Notice 1; or (d) a Ringgit trade financing facility from a LOB in accordance with Part D of FEP Notice 2.
- 4. Where a Resident exporter's annual gross Export of Goods exceeds RM250 million equivalent in the preceding year, the Resident exporter shall submit a report on Export of Goods to BNM via https://bnm.my/fep as and when required by BNM.
- 5. Where any proceeds from Export of Goods as referred to under part 1(c) above is not received by the Resident exporter within 24 months from the date of shipment, the Resident exporter shall notify BNM on the outstanding Export of Goods proceeds within twenty-one (21) days after the end of each calendar year via <a href="https://bnm.my/fep">https://bnm.my/fep</a>.

Refer to BNM's website at https://www.bnm.gov.my/fep - Notice 7 - Export of Goods and FAQs on Export of Goods for more information.

Source: BNM's Website/Foreign Exchange Policy

Please note that under the laws of Malaysia, any person who fails to comply with FE Notices commits an offence and shall on conviction, be liable to imprisonment for a term not exceeding 10 years or to a fine not exceeding RM50 million or to both.