

## STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions (the "**Standard Terms**") applicable to any account, and related banking service, product or facility we may from time to time provide to you (a "**Service**"). Please note that the list of Services will vary for each country. You should read the Standard Terms carefully before applying for any Service. We are entitled to reject an application from you for any Service at our sole discretion without assigning any reason. The Standard Terms may be supplemented for a given Service by any term contained in that Service's applicable Service Supplement and/or Country Supplement and the Standard Terms shall be read together with all such relevant Service Supplements and Country Supplements (if any) and construed as one document. In addition to these Standard Terms, you will also be bound by any other applicable terms and conditions agreed between you and us relating to account opening and/or banking services, products and/or facilities (the "**Other Terms**"). Unless the context requires otherwise, all capitalised expressions used in the Standard Terms shall have the meaning given to them in Part 1 below.

### PART 1 – DEFINITIONS AND INTERPRETATIONS

#### 1. DEFINITIONS

1.1 The following definitions apply to the Agreement unless otherwise specified in that Agreement:

"**Account**" shall have the meaning set out in paragraph 3 (Your Responsibility);

"**Account Statements**" shall have the meaning set out in paragraph 7 (Account Statements);

"**Agent**" means any representative, agent, correspondent bank, courier, vendor, professional adviser, contractor or third party service provider and "**Agents**" shall be construed accordingly;

"**Agreement**" means, in respect of each Service, the contract between you and us for such Service, comprising the Solutions and Pricing Proposal (if any), the Letter of Offer, the Standard Terms together with any applicable Service Supplement, Country Supplement and/or the Other Terms, and "**Agreements**" means all such contracts agreed between you and us. For the avoidance of doubt, any Agreement shall not include any term referred to or set out in any brochure, pamphlet and service level agreement;

"**Authorisation**" means: (a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action;

"**Authorised Person**" means any person you designate in writing (including electronically) as having the authority (either singly or jointly) to issue any instructions or to act on your behalf under an Agreement or in relation to a Service and/or Account, and "**Authorised Person**" shall include, in respect of an Electronic Banking Service, an Authorised User;

"**Authorised User**" means a person who is authorised to access and use an Electronic Banking Service;

"**Business Day**" means a day on which we are open for general banking business in the Service Location for the relevant Service;

"**Communication**" means any transmission of information including any instruction, demand or notice;

"**Country Supplement**" means the supplemental terms and conditions in respect of a relevant Service provided in a Service Location;

"**Electronic Banking Service**" means any electronic service which we provide to enable you to access any other Service, or to transmit any Communication electronically;

"**Governing Jurisdiction**" means the jurisdiction agreed in writing between the parties in the Letter of Offer, or if no such jurisdiction is specified, the jurisdiction in which we are providing the relevant Service;

"**Governmental Agency**" means any government or any governmental agency, semi-governmental or judicial entity or authority (including, without limitation, any stock exchange or any self-regulatory organisation established under law);

"**Holding Company**" means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

"**Insolvency Proceeding**" means, in relation to a person, if: (a) an order is made or an application or petition is presented or a resolution is passed for the administration, liquidation, statutory management, winding up or dissolution of that person; (b) any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, a moratorium of any indebtedness, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of that person; (c) a receiver, administrator, liquidator, administrative receiver, compulsory manager, provisional supervisor or other similar officer, official

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or creditors' representative is appointed in respect of that person or over any of the assets of that person; (d) that person is declared insolvent or bankrupt under any law; (e) that person ceases or threatens to cease to carry on all or a substantial part of its business; (f) the holder of any security takes possession of the whole or any material part of the property or assets of that person; (g) that person enters into a compromise, composition or arrangement with, or assignment for the benefit of, any of its members or creditors (or a class of such creditors); (h) that person is otherwise unable to pay its debts when they fall due, or suffers an enforcement of any security over any of its assets; (i) the financial position or the value of any securities we hold of that person changes adversely to a material extent in each case in our opinion; or (j) something having a substantially similar effect to the above happens in connection with that person under the law of any jurisdiction;

**"Intellectual Property Rights"** means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and the benefit of all applications and rights to use such assets (which may now or in the future subsist);

**"Letter of Offer"** means any letter and/or document (as may be amended and/or supplemented from time to time) from us to you for any Service;

**"Loss"** means all loss, liability, damage, costs, and expense (including tax, legal fees and disbursements and cost of investigation, litigation, arbitration, settlement, judgement, award, interest/charges and penalties), and **"Losses"** shall be construed accordingly;

**"Maybank Member"** means Malayan Banking Berhad or any of its Related Corporations;

**"Other Terms"** shall have the meaning set out in the opening paragraph of the Standard Terms;

**"Payment Instrument"** means any cheque, draft, money order, traveler's cheque or other paper instrument issued to one or more persons;

**"Related Corporations"** means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of

that Holding Company (including head offices and branches of the above);

**"Representative"** means a person's directors, officers or employees;

**"Security Code"** means any confidential password, security code or other identifier issued by us, directly or indirectly, to access or facilitate access to an Electronic Banking Service and **"Security Codes"** shall be construed accordingly;

**"Security Device"** means any token, device, electronic key, smartcard, procedure or other thing issued by us, directly or indirectly, to access or facilitate access to an Electronic Banking Service and **"Security Devices"** shall be construed accordingly;

**"Service"** shall have the meaning set out in the opening paragraph of the Standard Terms;

**"Service Supplement"** means those additional terms and conditions applicable to a particular Service that we will provide to you, as may be amended from time to time;

**"Service Location"** means the country or jurisdictional location in which the relevant Service is provided to you;

**"Standard Terms"** shall have the meaning set out in the opening paragraph of the Standard Terms;

**"Solutions and Pricing Proposal"** means any solution and pricing proposal (as may be amended and/or supplemented from time to time) from us to you for any Service;

**"Subsidiary"** means, for the purposes of this Agreement, a corporation shall be deemed to be a subsidiary of another corporation, if (a) that other corporation (i) controls the composition of the board of directors of the first-mentioned corporation; (ii) controls more than half of the voting power of the first-mentioned corporation; or (iii) holds more than half of the issued share capital of the first-mentioned corporation (excluding any part thereof which consists of preference shares); or (b) the first-mentioned corporation is a subsidiary of any corporation which is that other corporation's subsidiary;

**"SWIFT"** refers to the Society for Worldwide Interbank Financial Telecommunications;

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"**System**" means any software, hardware, server, data process, telecommunications, operating systems provided by, or on behalf of, us in support of and used together with any Electronic Banking Service, or update thereto and "**Systems**" shall be construed accordingly;

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty, interest/charges, fines and expenses payable in connection with any failure to pay or any delay in paying any of the same) and "**Taxes**" shall be construed accordingly; and

"**User Manual**" means the manual (if any) as may be amended from time to time and other material which we provide or make available to you which sets out user information, guidance, procedures and/or requirements relating to your use of a Service.

### 2. INTERPRETATION

Unless a contrary intention appears, any reference in each Agreement to:

- (a) **you, your, yours** and **yourself** shall refer to the person we have provided or are providing a Service to as named in the Letter of Offer or any other Agreement and, where applicable, all trustees, partners and persons identified in paragraph 26 (Joint and Several Liability);
- (b) **we, us, our** and **ourselves** shall refer to the Maybank Member (including the relevant Representative and Agent) identified in the Letter of Offer or any other Agreement as the provider of the relevant Service;
- (c) an **associated corporation** of another corporation means that the second corporation owns or controls at least 20% but not more than 50% of the voting power of the first-mentioned corporation;
- (d) a **document** (including any Agreement) includes any variation or replacement of it;
- (e) **including** shall be construed as **including without limitation**;
- (f) any **instruction** and any action to **instruct** shall also include any request, direction, order, notice and agreement;
- (g) any **invoice** shall include a bill and any other commercial document issued by a seller to

a buyer indicating (amongst others) the products, quantities and agreed prices for products and services that the seller has already provided the buyer with;

- (h) a provision of **law** is a reference to that provision as amended or re-enacted;
- (i) **party** shall refer to you or us and **parties** means both you and us;
- (j) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or two or more of the foregoing and includes that person's successors in title, permitted assigns and permitted transferee;
- (k) a **regulation** includes any rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (l) **vary** a document shall also mean to modify, amend, cancel or waive that document;
- (m) the **singular** includes the plural and vice versa; and
- (n) any **paragraph headings** are inserted for convenience only and shall not affect the interpretation of any provision of any Agreement.

### PART 2 - GENERAL

#### 3. YOUR RESPONSIBILITY

You confirm that you understand the features of any Service offered to you. Nothing in the Standard Terms should be construed as a representation or recommendation by us concerning an investment in any account or deposit-related Service we and/or any other Maybank Member may provide to you (an "**Account**"). You should seek independent legal, financial, tax and other relevant advice before deciding whether to apply for any Service. You agree to comply with all applicable laws and regulations and follow any instruction or security procedure which we provide or make available to you in relation to any Service.

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### 4. AUTHORISATION

4.1 You represent and warrant to us that: (a) you have the capacity to enter into any Agreement and/or subscribe to any Service; (b) all Authorisations required or desirable in connection with the entry into, performance, validity and enforceability of an Agreement and/or Service have been obtained or effected; and (c) your entry into and performance of any Agreement and/or Service do not and will not conflict with any law or regulation applicable to you.

4.2 You agree that we may accept any instruction from (and you are bound by the actions of) any Authorised Person(s). You may revoke or replace an Authorised Person's authority at any time by notifying us in accordance with paragraph 6 (Communications). Any change in a person's authority mandate shall not be effective until: (a) we receive the relevant notification; and (b) where you have requested us to establish a new person as an Authorised Person, we are satisfied of the new person's authority.

### 5. INSTRUCTIONS

5.1 You agree that any instruction (including a payment instruction) from an Authorised Person or Authorised Persons (as the case may be) shall be irrevocable and binding. Where such an instruction has been given in accordance with the relevant authority mandate agreed between you and us then we are not obligated to: (a) confirm our receipt of the instruction with you; (b) investigate the authority of any Authorised Person giving the instruction; or (c) verify the authenticity, accuracy or completeness of the instruction, but may do so if we wish.

5.2 Without prejudice to the paragraph above, we may reject or delay executing any instruction (including a payment instruction) if: (a) any such instruction is, in our sole determination, unclear, conflicting, incorrect, incomplete or in a format (electronic or otherwise) not approved by us; (b) if we have, in our sole discretion, reason to suspect that it is unauthorised, fraudulent or not otherwise authentic; (c) if it is, in our sole discretion, in breach of (or may breach) any of our security procedures, any applicable law or any regulation. The execution of any instruction you give us is also subject to the cut-off times applicable to the Service in question and, where applicable, any credit limit we have agreed with you. Where you ask us to, we will try to stop an instruction before it is executed, but we shall not be responsible for any Loss if we are unable to do so in time.

5.3 We may but do not have the obligation to contact you for further information if any of your instructions are unclear, conflicting, incorrect or incomplete. Any

such action we take shall not prejudice our right set out in the paragraph above to reject or delay executing such instruction.

### 6. COMMUNICATIONS

6.1 You must provide us with correct and complete contact details, so as to enable us to send you Communications in respect of any Service and you must notify us as soon as possible if your contact details change. Our contact details shall be: (a) in respect of a given Service, as set out in any document which we send to you in connection with that Service; (b) as stated in our website; or (c) as otherwise notified to you from time to time.

6.2 You may send us any Communication by mail, courier, fax transmission, electronic transmission via any Electronic Banking Service or SWIFT and in the form and format in which we designate or prescribe to you or such other means as we may designate from time to time. If you fail to send us the Communication in the manner as set out above, we may deem that such Communication has not been received by us. Any Communication from you to us is effective only upon actual receipt by us.

6.3 We may send you any Communication by mail, courier, fax transmission or electronic transmission (including SWIFT) or through our website or by such other means as we may designate from time to time. Unless otherwise provided in an Agreement, any Communication we send to you will be deemed received and effective if: (a) sent by fax, at the time shown on the transmission report as being successfully sent; (b) delivered personally, at the time of delivery; (c) sent by post within the same country, three Business Days after posting, or if sent by post from one country to another, seven Business Days after posting; and (d) sent by electronic mail, at the time sent to you unless we receive an automated message that the electronic mail has not been delivered.

6.4 All Communications to us must be legible and sent specifically to the applicable officer or service representative we specify to you from time to time.

6.5 We may record any telephone conversation held between you and us and you agree that we can use such records or the transcripts for quality control purposes and in any dispute.

6.6 Where we send a Communication to one of your trustees, partners or officers, then such Communication shall be deemed to be received jointly by all trustees, partners and/or officers.

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**7 ACCOUNT STATEMENTS**

Account statements, confirmations, or advices (the "**Account Statements**") will be issued to you at the frequency and in the manner advised to you from time to time. It is your responsibility to examine promptly each Account Statement and any accompanying item which you receive or which is made available to you. You must report any irregularities to us in writing immediately after you become aware of them, including any suspected fraudulent, improper or unauthorised activity in respect of your Services. Neither us nor any other Maybank Member shall be responsible for your reliance on balance, transaction or other information in any Account Statement as such information may be further updated, subsequently corrected or provided to us by a third party.

**8. SYSTEMS, SECURITY DEVICES AND INTELLECTUAL PROPERTY**

8.1 We may provide you with certain Systems and/or Security Device to facilitate the provision of a Service to you. If we do, you agree that: (a) you do not have any right, title or interest in or to the Systems and/or Security Device save as permitted by us under this Agreement; (b) you must use any System strictly in accordance with any instructions or guidelines we may provide to you from time to time, and only for the permitted purpose(s) stipulated by us; (c) you agree not to divulge or disclose to any third party any information (including manuals and operating procedures) relating to any System and/or Security Device we provide to you; and (d) Clause 4 (Security Procedure) of the Electronic Banking Service Supplement shall apply to your use of any System and/or Security Device we provide to you.

8.2 We may (without assigning any reason) terminate or suspend your use of any System and/or Security Devices we provide to you without prior notice to you. Upon termination and/or suspension you shall promptly upon our request return to us all Systems, Security Devices and any other documents relating to this Service. You agree to indemnify and hold us, all other Maybank Members, our Representatives and Agents harmless from and against any and all Losses resulting directly and indirectly from: (a) any breach of any licensing agreement between us and the copyright owners of any software as a result of your use of any System; and (b) any mistakes resulting from the use or misuse of any System and Security Device.

8.3 All Intellectual Property Rights in or relating to a Service, System, device (including any Security Device) or material provided or made available to you (including on any website) shall remain our property or that of our licensors. Except as expressly provided herein, you shall not, nor cause or allow any other person to, use, reproduce, transmit, sell, display, distribute, reverse engineer, adapt, establish any hyperlink to, provide access to, modify, or commercially exploit the same (or part thereof) without our prior written consent.

**9. VARIATION**

9.1 We may vary or modify any Service and/or terms and conditions of any Agreement at any time in order to comply with any exchange control requirement or any law or regulation.

9.2 Subject to the paragraph above, we may at any time vary the terms and conditions of any Agreement by giving you 30 days written notice. Alternatively, such notice may be provided by advertisement in the media or displayed at any of our branches if the relevant method is permitted by law or any applicable code of banking practice.

**10. TERMINATION AND SUSPENSION**

10.1 Unless otherwise agreed between us, you or we may terminate the Agreement relating to a Service for any reason by providing 30 days written notice to the other.

10.2 We may immediately and without notice to you terminate any and all Agreements between us if: (a) you have materially breached any term or condition of an Agreement which is in our opinion irremediable, or if remediable has not been remedied within 10 Business Days of receiving a notice from us to do so; (b) you have not paid all fees and charges which have been due from you for at least 3 Business Days; (c) you have in our opinion acted unlawfully, fraudulently, negligently or abusively; (d) an event or change occurs which affects your assets, affairs or financial condition and gives us reasonable grounds to conclude that you may not be able to perform your obligations under any Agreement; (e) you enter into any Insolvency Proceeding; (f) our entering into any Agreement with you, or our performance of any such Agreement, has caused (or in our opinion may cause) us to be in breach of any applicable law or regulation; (g) we are required to do so in compliance with any law or regulation; or (h) if you fail to maintain the minimum credit balances in any Account stipulated by us (in relation to that Service), or if you close an Account required for the operation of any Service we provide to you. (each a "**Termination Event**").

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| 10.3 | Paragraphs 6 (Communications), 8 (Systems, Security Devices and Intellectual Property), 10 (Termination and Suspension), 11 (Liability Limitation), 13 (Indemnity), 14 (Information), 16 (Clawbacks), 21 (Assignment and Transfer), 26 (Joint and Several Liability), 30 (Governing Law and Jurisdiction) and this paragraph shall survive termination of any Agreement.  | 11.4 | Nothing in the Standard Terms shall exclude or limit any liability which cannot be excluded or limited by law.   |
| 10.4 | On the termination of any Agreement, you will, when we ask you to do so, return to us any device or material and/or take any other such action as we may reasonably request of you.   | 12.  | <b>FORCE MAJEURE</b><br><br>We shall not be responsible for non-performance or delay in the performance of any of our obligations under an Agreement with you that is caused by circumstances beyond our control which includes flood, drought, fire, casualty, explosion, sabotage, accident, embargo, breakdown in equipment, communication line failure, power failure, lockout, strike, unavoidable accident, act of God, terrorism or threat of terrorism, riot, war, or any enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or any other emergency that prevents us from operating normally.        |
| 10.5 | We may suspend your use of any Service while investigating whether a Termination Event may have occurred, or to protect the interests of either of you or us. We shall also be entitled to modify, withdraw or suspend all or any part of any Electronic Banking Service we consider necessary to: (a) reflect changes in the technology that are generally available in the industry; (b) take account of a material development in our business, or the introduction of new Services and/or services; (c) reflect any change in any applicable law or regulation; or (d) prevent damage or disruption to the any Electronic Banking Service, our Systems, personnel or customers, or those of our Agents. We will give you 30 days' written notice before making any change, withdrawal or suspension that has a material impact on the manner in which such Service is provided, unless such advance notice is not practicable in the circumstances or permitted by law or regulation. | 13.  | <b>INDEMNITY</b><br><br>You agree to indemnify and hold us, all other Maybank Members, our Representatives and Agents harmless from and against any and all Losses resulting directly or indirectly from us providing any Service to you including those arising from: (a) our acceptance or execution of any instruction issued by or in the name of an Authorised Person; (b) our payment of any Taxes, interest/charges or penalty otherwise due from you and paid on your behalf, or (c) for which we have incurred on your behalf as a result of the provision of any Service. Any amount due from you to us under this paragraph is payable on our demand. |
| 11.  | <b>LIABILITY LIMITATION</b>   | 14   | <b>INFORMATION</b>   |
| 11.1 | We will not be liable for any Loss you may suffer or incur arising from or in connection with our execution, non-execution or delayed execution of any incorrect or incomplete instructions by you (including any incorrect or incomplete payment instruction or payment details).  | 14.1 | You agree that any information you provide us is accurate, complete and up-to-date. If any information you have provided to us changes, you must immediately provide details of such change.   |
| 11.2 | We will have no liability for any Loss you may suffer or incur arising from any loss or theft of any Payment Instrument or Security Code.   | 14.2 | We will only process, use and transfer personal information that we collect from you for the purposes of providing you with banking services and for providing you with information about Services and services which we consider may be of interest to you, at all times in compliance with any applicable data protection laws.  |
| 11.3 | We are not liable for any Loss of any nature which you may suffer or incur in relation to any Service we provide, save for any direct Loss attributable to our gross negligence or wilful misconduct. You agree that, unless otherwise expressly provided, we will provide any Service as independent contractors, not as agents, and you agree that any Service which we provide to you will not give rise to any fiduciary or trustee duties on our part.   | 14.3 | We shall treat all information you provide and which we have on you as confidential. You agree that: (a) we (and/or any Maybank Member that we have disclosed any information pursuant to this paragraph) may disclose such information:   |

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(i) to any other Maybank Member; (ii) any associated corporation of any Maybank Member; (iii) to any of our or any Maybank Member's Agent or Representative; (iv) to our or any Maybank Member's service provider or professional advisor, who is under a duty of confidentiality in respect of such information; (v) to any actual or potential participant or transferee of our rights or obligations under any Agreement (or any of their agents or professional adviser provided that they are under a duty of confidentiality in respect of such information); (vi) to any credit agency, debt collection agency, association of banks or similar industry body or (vii) if required by law, regulation or any Governmental Agency; and (b) our or any Maybank Member's service provider may disclose such information if required by law, regulation or any Governmental Agency.

**15. FEES, CHARGES AND TAXES**

15.1 Fees and charges may apply to any Service and we retain the right to charge and/or change such fees and/or charges at any time by notifying you in writing. We may debit any Account for such fees and charges at any time. If as a result of such debit, the Account is overdrawn, you agree that interest/charges shall accrue thereon at such rate as may be determined by us and be payable together with other customary bank charges which we may impose. We shall not be liable for the dishonour of any cheque drawn by you on any Account if as a result of debiting your Account there are insufficient funds for payment of the same. In addition to the above, we may charge default interest/late payment charges on any amount due under any Agreement from the due date to the actual date of payment at the rate we may reasonably decide.

15.2 All payments to us shall be in full, without set-off or counterclaim, and free of any deduction or withholdings related to any Tax or other claim.

15.3 You will pay or reimburse us for any Taxes, deductions, charges, stamp, transaction and withholdings (together with any related interest/charges, penalties, fines, and expenses) in connection with any Service. You will provide us with such documentation, declarations, certifications and information as we may require in connection with any Taxes. You warrant that such information is true and correct in every respect and shall immediately notify us if any information requires updating or correction.

**16. CLAWBACKS**

We have the right to cancel, reverse or debit any payment we make (including in respect of any interest/charges paid) under any Agreement if: (a) we

establish that we have not actually received that amount; (b) we determine that you were not entitled to such a payment; (c) we need to correct a mistake; (d) we are required for any reason to return the funds the subject of such payment to the relevant payer or drawer; (e) we are required by law, regulation or a Governmental Agency to do so; or (f) we have reasonable grounds to do so.

**17. SET-OFF AND CURRENCY CONVERSIONS**

17.1 We may at any time, without prejudice to any other rights which we may have, and without prior notice or demand for payment, combine, consolidate or merge all or any of your Accounts (wherever situate). We may retain, apply or set off any money, deposits or balances held in, or standing to the credit of, any Account in any currency towards the satisfaction of any obligations due from you to us and/or any other Maybank Member, whether such obligations be present or future, actual or contingent, primary or collateral, and several or joint.

17.2 For the purposes of this paragraph or in satisfaction of any obligations due from you to us and/or any other Maybank Member, we may effect currency conversions at such times or rates as we may think reasonable and may effect such transfers between any Accounts as we consider necessary.

17.3 You agree to grant us a lien over the Accounts you hold with us in order to secure any and all obligations and liabilities you owe to us and/or any other Maybank Member.

**18. MAYBANK REQUIREMENTS**

We are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons which may be subject to sanctions. We may take and may instruct any other Maybank Member, Agent and/or Representative to take any action which we in our sole and absolute discretion consider appropriate to take in accordance with all such laws and regulations. Such action may include the freezing of assets, interception and investigation of any payment messages and other information or instructions sent to or by us or any of other Maybank Member, and making further enquiries as to whether a name which might refer to a sanctioned person actually refers to that person. You agree to assist us by providing us with any information we require in relation to the above. Neither we nor any other Maybank Member will be liable for any Loss suffered by you as a result of any of our actions in this paragraph.

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**STANDARD TERMS AND CONDITIONS****PART 3 - MISCELLANEOUS****19. THIRD PARTY PROVIDERS**

You agree that any Service may be provided by us either directly and/or through an Agent. You also agree that any arrangement we make to facilitate the provision of any Service to you will be acceptable and that you will abide by any operational procedure we set from time to time. We may appoint any Agent at our sole discretion and without your prior approval and knowledge.

**20. SEVERABILITY**

If any provision of an Agreement is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be severable from that Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.

**21. ASSIGNMENT AND TRANSFER**

You shall not assign, transfer or otherwise dispose of your rights and/or obligations under any Agreement without our prior written consent. We may at any time assign, transfer or otherwise dispose of any or all or part of our rights, benefits and/or obligations under any Agreement or in respect of any Service without your consent. You agree to take such actions and sign such documents as we may reasonably require to complete such assignment, transfer or disposal.

**22. TRANSLATION**

Any Agreement may be translated by us at our sole discretion into any language provided that the English version will prevail over any such translation.

**23. ENTIRE AGREEMENT AND NON-RELIANCE**

The Agreements constitute the entire agreement and understanding between the parties about the relevant subject matters and hereby substitute and replace all previous agreements, arrangements, representations and understandings between the parties on that subject matter.

**24. CERTIFICATES AND DETERMINATIONS**

Any certificate or determination by us of a rate or amount under any Agreement or Service is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

**25. COUNTERPARTS**

Each Agreement may be executed and delivered in any number or counterparts, all of which, taken together, shall constitute one and the same agreement.

**26. JOINT AND SEVERAL LIABILITY**

If you are a trustee, partnership or other entity comprising more than one person or you are using any Service jointly with another person, each partner, trustee or person will be joint and severally liable for your obligations under the Agreements and references to you in the Agreements means each of those persons.

**27. WAIVER AND REMEDIES**

No failure to exercise, nor any delay in exercising, on our part any right or remedy under any Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Agreements are cumulative and not exclusive of any rights or remedies provided by law.

**28. WAIVER OF IMMUNITY**

You irrevocably waive any sovereign and other immunity you may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution of judgment.

**29. SERVICE OF PROCESS**

You agree to appoint a process agent immediately, if we request you to do so, to act as your agent for service of process in relation to any proceedings before the courts in the relevant Governing Jurisdiction. You agree that failure by a process agent to notify you of the process will not invalidate the proceedings concerned.

**STANDARD TERMS AND CONDITIONS****30. GOVERNING LAW AND JURISDICTION**

Unless specified otherwise, the Agreements will be governed by and construed in accordance with the intervention or action; laws of the relevant Governing Jurisdiction. Each of you and we submit to the jurisdiction of the courts of that Governing Jurisdiction. Notwithstanding the provisions in this paragraph, we may take proceedings in any jurisdiction. To the extent allowed by law, we may also take concurrent proceedings in any number of jurisdictions.

**31. INCONSISTENCIES**

Unless specified otherwise, if there are any inconsistencies between the terms of documents comprising an Agreement, the order of precedence in respect of such documents shall be (with (a) taking most precedence and (e) the least): (a) the Solutions and Pricing Proposal (if any); (b) the Letter of Offer; (c) the Country Supplement; (d) the Service Supplement; (e) the Standard Terms; and (f) the Other Terms.

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