



Rules and Regulations Governing Foreign Currency Time Deposit Accounts / iSAVvy Foreign Currency Time Deposit Accounts (each an "Account") ("Terms and Conditions")

In the Terms and Conditions, unless the context requires otherwise, references to "you", "your" and "yours" refer to the person who opened and maintained the Account with Malayan Banking Berhad and "we", "our", "ours", "us" refer to Malayan Banking Berhad and its successors and assigns.

1. In opening or in continuing to maintain the Account, you agree to be bound by these Terms and Conditions as may be amended from time to time.
2. Interest rate for the deposit is fixed 2 Business Days in advance. "Business Day" means a day on which banks in Singapore and the principal financial centre for the relevant currency are open for business.
3. Unless written instruction is received at least 2 Business Days (excluding Saturdays) before a deposit matures, the deposit will be automatically renewed on maturity for a further identical period at the prevailing interest rate quoted by us for like amounts in like currencies.
4. The deposit shall not be assigned, transferred, charged or pledged in favour of any party except with our prior written consent.
5. Drafts/Cheques/Travellers Cheques favouring third parties are not acceptable for deposit.
6. We shall have a lien on and shall be at liberty to retain the deposit or any part thereof without notice to you whether the same is due for repayment or not if you are or become indebted to us whether in Singapore or abroad. We shall be at liberty at any time without prior notice to use the deposit or any part thereof to settle such indebtedness in Singapore or abroad, actual or contingent, primary or collateral, several or joint due from you to us notwithstanding such indebtedness is in a different currency from the deposit and we are authorised to effect any necessary conversion at our own rate of exchange then prevailing.
7. A deposit advice will be sent for every deposit placed or upon its renewal to your address registered with us. On renewal, the new deposit advice issued will supersede the earlier advice. Unless the details are objected to in writing within 14 days from the date of the deposit advice, you shall be deemed to have accepted the details stated in the deposit advice as correct.

A statement of account will be sent to you at such interval as we may deem fit. You are required to examine all entries in the statement and to report immediately to us in writing of any error found therein. If you do not within fourteen (14) calendar days from the date of the statement object to any entry therein in writing, you shall be deemed to have accepted the entries made up to the date of the last entry in the statement as correct and accurate. Notwithstanding the foregoing, we reserve the right upon giving notice to you to add to and/or alter the entries in the Account in the event of omission or errors in the entries made.

8. Withdrawal of Time Deposit:
 - (a) In the event you want to make a premature withdrawal of your deposit which was placed with us on or after 1 March 2020, you may do so by providing us with 31 calendar days' notice, on the following terms:
 - i. Your notice of premature withdrawal must be in writing and acknowledged by us;
 - ii. Based on your notice the principal amount and accrued interest will be credited by us into your desired account on the 32nd day;
 - iii. The accrued interest will be calculated daily up to the end of the notice period;
 - iv. You acknowledge that once you provide the premature withdrawal notice you are not allowed to change the instructions on the withdrawal until the end of the notice period; and
 - v. You acknowledge and agree that the interest to be paid to you in relation to your deposit shall be determined and computed at our sole discretion.

Where you want to make a premature withdrawal of your deposit and you are unable to give us 31 calendar days' notice, as stated above, no interest shall be paid to you and we shall have the right to impose such other terms as we may deem fit on the premature withdrawal, including (but not limited to) recovery of any interest paid and/or the payment of such other fees as we may determine at our discretion. Partial withdrawal of your deposit is not allowed.

- (b) In the event you want to make a premature withdrawal of your deposit which was placed with us before 1 March 2020, the following terms apply:

Premature withdrawal whether partially or in full is not permitted provided that we may at our absolute discretion allow a premature withdrawal upon being compensated for all losses suffered by us as a result of allowing a premature withdrawal (including, but not limited to, the replacement cost of the deposit (the "Replacement Cost"). The Replacement Cost shall be calculated in accordance with the following formula:

$$\text{Replacement Cost} = (\text{Interest Differential} \times \text{Principal} \times \text{No. of days to maturity}) / y \text{ days where } y \text{ is:}$$

- i.365, where the currency of the deposit is GBP, HKD or SGD; and
- ii.360, where the deposit is in any other currency.

9. Notice in writing should be given to us immediately in the event that the deposit advice is lost, stolen, destroyed or mislaid. Upon a satisfactory explanation to us of such loss being given and execution of such indemnity as we may require, we may issue a certified photocopy of the advice to you.
10. Withdrawal in foreign currency notes will be subject to availability of such foreign currency notes and prior notice of not less than 2 Business Days (excluding Saturdays) being given to us for such withdrawal. We may, at our absolute discretion, levy a commission charge at such rate as we shall notify you in the event of such withdrawal in foreign currency notes. We shall have the right by giving you 30 days' prior written notice from time to time revise the rate of commission provided that we may give such reasonable notice to you if it is not practicable or reasonable to give such advance notice as stipulated above. Notwithstanding the above, we shall not be required to give you any notice if such changes are required in an emergency including where such changes need to be effected in order to meet a regulatory or legal requirement.
11. You are requested to notify us immediately of any change of particulars, including any change in the mailing address, email address or contacts numbers. All notices and communications to you may be sent by hand or by post to or leaving them at the your last known address in our records and shall be deemed to have been received by you on the day following such posting or on the day when it was so left or may be published or communicated to you over our internet website, at any of our branches or through such channels as we may determine, and you shall be deemed to have notice thereof on the date of publication or communication.
12. We shall be discharged from our liability with respect to the deposit by dispatching to you, at the last address given to us, a bank draft or such other mode of payment as instructed by you representing the proceeds of the deposit with accrued interest.
13. To the extent permitted by law, we shall not be liable for any loss, damage or expense suffered or incurred by you due to but not limited to computer breakdown, forgery of signatory's or signatories' signature(s), material alteration of withdrawal/request or other reasons of any kind whatsoever through no fault of ours, any decrease in the value of the currency of the deposit due to taxes, imposts or depreciation, or for the unavailability of any currency due to restrictions on convertibility, requisitions, involuntary transfer, exercise of military or usurped powers, or any other causes whatsoever which are beyond our control.
14. You accept the risk of foreign acts of state in respect of the unavailability of the repayment of the deposit if such repayment is rendered illegal or deferred by any act or order of the government of the country of the currency involved or of the country where such deposit is alternatively placed and we shall incur no liability by reason of any change in the applicable law, governmental regulation or order, of the country of currency, or in the country where such deposit is placed.
15. Where the Account is a joint account:
 - (a) We shall be entitled, in addition to our other rights, on the death of any one of the joint account holders, to hold and pay any credit balance in the Account to the order of the surviving account holder(s) without prejudice to any right we may have in respect of such balance arising out of any lien, charge, set-off or any other claim, regardless of the mandate for operating the Account;
 - (b) these Terms and Conditions and all liabilities incurred in respect of the Account shall bind all joint account holders and all partners jointly and severally; and
 - (c) where a cheque is payable to any one or more of the account holders of the Account, we may at our absolute discretion, accept the cheque for deposit into the joint account without endorsement by any of the account holders. The account holders including the payee of the cheque shall not have any recourse to us for the amount so credited to the Account.



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16. Notwithstanding any provision in these Terms and Conditions, in the event that:

- (a) we receive ambiguous or conflicting instructions, in whatever form, from any party in connection with the Account;
- (b) we are in receipt of an order of court, in relation to or which directly or indirectly affects the Account;
- (c) we become aware of any dispute, in relation to or which directly or indirectly affects the Account;
- (d) a force majeure, power failure, computer breakdown, industrial action and/or sabotage occurs or for any other reason, our customers' records, accounts or services are not available or access to such records, accounts, services is hindered; or
- (e) we may reasonably deem appropriate in any other circumstances,

we shall have the right, in our absolute discretion, to freeze or suspend operations of the Account and refuse access to the funds therein, decline to act on any instructions or take such necessary action as we may deem fit, without liability to you for any loss, damage, expense or costs indirectly or directly suffered or incurred by you as a result of our action or inaction.

17. These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and you irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.

18. (a) You consent to, and shall procure that all relevant individuals whose information has been disclosed to us by or through you (including the beneficial owners, authorised signatories and authorised persons) (collectively "Relevant Individuals") consent to, us, our officers, employees, agents and advisers collecting, using or disclosing such information relating to you (and the Relevant Individuals) including details of your Accounts, transactions, or tax or tax-related information to the following persons wherever situated (whether in Singapore or elsewhere), and to the extent that the information is personal data, in connection with the purposes set out in our Data Protection Policy (accessible at: www.maybank2u.com.sg) :-

- (i) any financial institution (whether acting as our correspondent banks, agent banks or in relation to the provision of our products or services or otherwise) including but not limited to wire transfer service providers, exchanges, trading platforms, alternative trading systems, clearing houses, trade repositories and/or depositories;
- (ii) our head office and any of our branches, representative offices, subsidiaries, related corporations and affiliates;
- (iii) our stationery printer or agent for the purpose of printing and/or mailing personalised cheques and other documents;
- (iv) any court, government, regulatory, law enforcement, tax or fiscal agency or authority, and/or any self-regulatory organisation in any jurisdiction;
- (v) any actual or potential assignee or transferee of, or participant or sub-participant in, any of our rights or obligations herein (or any of their agents or professional advisers);
- (vi) any credit bureau or credit reference or evaluation agency and any member or subscriber of such credit bureau or agency;
- (vii) any service provider or any other related person(s) including third party service providers, sales and telemarketing agencies, business partners or otherwise under conditions of confidentiality imposed on such service providers, for the purpose of data processing or providing any service on our behalf to you or in connection with such outsourcing arrangements we may have with any third party where we have outsourced certain functions to the third party and the third party's service providers;
- (viii) any debt collection agency or person engaged by us to collect any sums of money owing to us from you;
- (ix) your agent, executor or administrator and any person in connection with any insolvency proceeding relating to you;
- (x) any of your director (in the case of a company) or partner (in the case of a partnership, limited partnership or limited liability partnership) and account signatory;
- (xi) to the extent the information is personal data, to the persons identified in our Data Protection Policy; and
- (xii) any other person to whom disclosure is permitted or required by law.

If any Relevant Individuals should withdraw their consent to any or all use of their personal data, depending on the nature of the withdrawal request, we may not be in a position to continue providing our products or services to you or administer your Account. Such withdrawal may accordingly constitute a repudiatory breach of your obligations under these Terms and Conditions, and we may upon notice to you terminate the Account without prejudice to our other rights and remedies at law against you.

This clause is not and shall not be deemed to constitute, an express or implied agreement by us with you for a higher degree of confidentiality than that prescribed under any applicable law, including the Banking Act (Chapter 19). The consent and our right under this clause are in addition and are not affected by any other agreement with you and shall survive the termination of any or all of the your accounts and the termination of any relationship between you and us.

(b) You acknowledge and agree that overseas service providers may be required by law to disclose information received from us to third parties, such circumstances include the service provider being compelled to disclose information pursuant to a court order, police investigations and criminal prosecutions for tax evasion or other offences.

- (c) You acknowledge and agree that we do not warrant the security of any information sent or transmitted to you whether electronically or otherwise and you hereby accept the risk that any information sent or transmitted to you may be accessed by unauthorised third parties. To the extent permitted by law, you shall not hold us or any of our officers, employees or agents responsible or liable for any such access or disclosure or for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of such access or disclosure.
19. You acknowledge that we and our affiliates are required to comply with the tax or regulatory obligations under any applicable law including the United States Foreign Account Tax Compliance Act ("FATCA") and you hereby:
- (a) represent that you are not a United States person for purposes of or in connection with our compliance with the FATCA or any equivalent law or regulation of the United States. You undertake to inform us in writing within 30 calendar days if at any time you become a United States person.
 - (b) consent to us, our officers, employees or agents disclosing any information relating to you including details of your account and transactions with us to any government, tax authorities, regulatory authorities or third party whether located in or outside Singapore for purposes of enabling us to comply with the FATCA obligations.
 - (c) authorize us to withhold or deduct any amount or make payment, on account of any tax or levy, on or in relation to any amount paid, transferred, received or otherwise pursuant to any applicable laws including but not limited to FATCA.
 - (d) indemnify us, to the extent permitted by law, for any loss or liability that may be incurred by us in connection with any breach by you of any obligations herein and/or our compliance with FATCA or any tax or regulatory obligations under any applicable law.
 - (e) acknowledge and agree that you may incur liabilities arising from or in connection with our compliance with FATCA or any tax or regulatory obligations under any applicable laws and you agree that we shall not be liable for that loss.
 - (f) agree to provide us with any information that we may require from time to time to comply with FATCA or any tax or regulatory obligations under any applicable law.
20. You agree to provide us with all such information, documents and/or assistance as may be necessary to enable us to comply with our obligations under any applicable laws, rules and regulations for any purpose including but not limited to anti-money laundering and countering of terrorism financing purposes.
21. We may at our discretion waive compliance with any of these Terms and Conditions but such waiver shall be without prejudice to our rights including our right to enforce compliance with any such Terms and Conditions.
22. Notwithstanding any of the Terms and Conditions and to the extent permitted by law, you agree to fully indemnify us for all losses, costs, damages, claims and expenses, including legal fees and costs (on a full indemnity basis) suffered or reasonably incurred by us:
- (a) in the performance of our functions as your banker including any liability incurred as a collecting bank for any cheque, bill, note, draft, dividend warrant or other instrument presented for collection in respect of any irregularity in such instrument or the lack of or defect in the payee's or your title to such instrument; and
 - (b) in connection with our enforcement of our rights under the Terms and Conditions or as a result of any non-compliance of the Terms and Conditions by you.
23. We reserve the right from time to time, upon giving 30 days' prior written notice to you except where otherwise provided under these Terms and Conditions, to make such changes in these Terms and Conditions (including any fees or charges payable by you under these Terms and Conditions) as we may in our absolute discretion deem necessary or desirable. Notwithstanding the above, we shall not be required to give you any notice if such changes are required in an emergency including where such changes need to be effected in order to meet a regulatory or legal requirement or where it is not practicable or reasonable to give such advance notice.
24. If you do not accept any addition, alteration, variation or modification to these Terms and Conditions, you shall discontinue operating the Account and shall promptly close the Account before the effective date of such addition, alteration, variation or modification to these Terms and Conditions as specified by us in such notice. If you continue to operate the Account after the date as aforementioned, you shall be deemed to have agreed to the addition, alteration, variation or modification without reservation.
25. We shall be entitled to close the Account in accordance with the following:



- (i) at any time for any reason whatsoever, upon giving reasonable notice; or
- (ii) where the Account has been improperly used or in breach of the terms and conditions herein or is being used for criminal activity, illegal purposes or for non-syariah purposes (where applicable), without notice.

26. A person who is not a party to these Terms and Conditions shall have no right under the Contract (Rights of Third Parties) Act to enforce any term of these Terms and Conditions.

27. We may assign any or all of our rights and obligations hereunder by notifying you. You may not assign any of your rights and obligations hereunder without our prior written consent which shall not be unreasonably withheld.

28. Additional Rules and Regulations Governing iSAVvy Foreign Currency Time Deposit Account

Eligibility

28.1. Only persons eligible to open accounts and place deposits via our internet banking services at Maybank2u.com.sg ("**Internet Banking Services**") may open and maintain an iSAVvy Foreign Currency Time Deposit Account.

Account Opening and Deposits

28.2. Notwithstanding any clauses herein, any application to open an iSAVvy Foreign Currency Time Deposit Account can only be submitted on-line, and any deposit into an iSAVvy Foreign Currency Time Deposit Account can only be placed on-line, via the Internet Banking Services. Deposits into an iSAVvy Foreign Currency Time Deposit Account can only be placed by means of debiting your existing account with us (such account as may be determined by us from time to time) (the "**Transactional Account**"). Cheques and drafts are not acceptable for placement of deposits into an iSAVvy Foreign Currency Time Deposit Account.

28.3. Any iSAVvy Foreign Currency Time Deposit Account placement/deposit may be transacted only during "**iSAVvy Foreign Currency Time Deposit Operational Hours**". iSAVvy Foreign Currency Time Deposit Operational Hours means such time and days as published from time to time on the Internet Banking Services.

28.4. We shall carry forward the maturity date of any iSAVvy Foreign Currency Time Deposit due on a non-Business Day to the next Business Day save where the next Business Day falls on a day in the subsequent month, the maturity date shall be due on the preceding Business Day.

28.5. The interest rate for an iSAVvy Foreign Currency Time Deposit shall be the interest rate, as published by us on the Internet Banking Services.

28.6. We shall have the right to determine the minimum and maximum deposit amounts for the iSAVvy Foreign Currency Time Deposit Account from time to time.

28.7. We shall have the right to determine the available placement periods for an iSAVvy Foreign Currency Time Deposit Account from time to time.

No Time Deposit Receipts

28.8. No time deposit receipts, statements or advices will be mailed to you for each deposit/placement made into an iSAVvy Foreign Currency Time Deposit Account and any clauses (or parts thereof) concerning time deposit receipt matters shall not be applicable.

28.9. The outstanding balance of the iSAVvy Foreign Currency Time Deposit Account and the balance and transaction history of the Transactional Account will be available on-line via the Internet Banking Services ("**Internet Record of Transactions**"). You must verify the correctness and accuracy of all entries made in the Internet Record of Transactions and must report immediately to us any error found therein, subject to our prevailing terms and conditions relating to the operation of internet banking services. If you do not within 30 days after the date of each transaction object to any entry made in the Internet Record of Transactions, you shall be deemed to have accepted such entry of the transaction into the Internet Record of Transactions as being correct and all such entries shall be conclusive evidence against and be binding on you.

28.10. We shall send to you at the end of each calendar year a statement reflecting details of your iSAVvy Foreign Currency Time Deposit Account.

Over the Counter Transactions

- 28.11 ~~Withdrawals, requests for other~~ printed statements of transaction records for the iSAVvy Foreign Currency Time Deposit Account and certain other transactions, as we may notify you from time to time, may be made by you over the counter at any of our branches in Singapore subject to production of proof of identity by you as may be required by us (e.g. NRIC). We may impose a service charge in respect of each of such transaction made over the counter, which shall be published over the Internet Banking Services.

Top-up of iSAVvy Foreign Currency Time Deposit

- 28.12 Topping-up of an existing deposit upon maturity is not available for an iSAVvy Foreign Currency Time Deposit Account.

Withdrawal of Time Deposit

- 28.13 A premature withdrawal of an iSAVvy Foreign Currency Time Deposit may not be transacted via the Internet Banking Services and may only be effected over the counter at any of our branches in Singapore and the applicable over the counter transaction charges will apply.
- 28.14 For the avoidance of doubt, a premature withdrawal of an iSAVvy Foreign Currency Time Deposit must be made in full and no partial premature withdrawal may be effected.

Other Conditions

- 28.15 We shall provide the prevailing commercial terms and features of the iSAVvy Foreign Currency Time Deposit Account by way of publication/notification over the Internet Banking Services and we reserve the right to change any such term and feature at any time upon publication in accordance with this provision.
- 28.16 Without prejudice to Clause 11, where any of these Terms and Conditions provide that we shall be required to give written notice to you, we shall be entitled to do so by publication/notification over the Internet Banking Services.

29. Additional Rules and Regulations governing Non-Convertible Currencies

- 29.1 The following additional provisions shall apply in relation to currencies which are not freely convertible or are otherwise subject to certain restrictions ("**Non-Convertible Currency Deposit Account**").
- 29.2 In the event of any inconsistency between this clause 29 and any other clause(s) in these Terms and Conditions and Regulations, this clause 29 shall prevail.
- 29.3 You may make deposits into the Non-Convertible Currency Deposit Account subject to such conditions we may impose from time to time, including but not limited to the following:
- (i) by way of foreign exchange conversion from a freely convertible denominated currency(ies), at our prevailing foreign exchange rate; or
 - (ii) transfer between Non-Convertible Currency Deposit Accounts denominated in the same currency.
- 29.4 We may refuse to accept physical currency notes for deposit placement.
- 29.5 You may withdraw deposits held in a Non-Convertible Currency Deposit Account in such manner as we may permit, and subject to such conditions as we may impose, from time to time. The permitted methods of withdrawal may include the following:
- (i) by way of foreign exchange conversion to a freely convertible currency(ies), at our prevailing foreign exchange rate; or
 - (ii) transfer between Non-Convertible Currency Deposit Accounts denominated in the same currency.
- 29.6 We may refuse to allow withdrawal in physical currency notes.
- 29.7 Remittance in the non-convertible currency (inward or outward) will not be allowed unless we agree otherwise.



29.8 All deposits, withdrawals and any other related transactions in a non-convertible currency are subject to, and you agree to comply at all times with, all the applicable laws, regulations, guidelines, restrictions, administrative rules, decisions, orders or directions and any amendments thereto issued by the relevant authority.

29.9 You agree to bear the exchange control and foreign exchange risks involved in such foreign exchange conversion.

29.10 We shall not be liable for any losses, cost and expenses and charges incurred or suffered by you arising from any changes to those laws, regulations, guidelines, restrictions, administrative rules or directions, the diminution in the value of a non-convertible currency, the unavailability of funds in a non-convertible currency, the unavailability of the exchange rate for a non-convertible currency or any other causes beyond our control after your placement of funds into the Non-Convertible Currency Deposit Account.