

Terms and Conditions Governing Savings Accounts (“Terms and Conditions”)

1. All applications to open a Savings Account shall be made on the form provided by us. In opening and/or maintaining a Savings Account, you agree to abide and be bound by these Terms and Conditions.
2. You must make an initial deposit of such amount as we may prescribe to open a Savings Account.
3. We may prescribe a minimum average daily balance to be maintained in the Savings Account. We are entitled to impose a monthly service charge of such sum as we may determine, if the average daily balance of the Savings Account is less than the prescribed minimum average daily balance.
4. You will be provided with a passbook. You shall produce the passbook and complete our prescribed forms for any deposit or withdrawal over the counter. All cash withdrawals over the counter must be made by you in person.
5. The passbook is for your reference only and is not conclusive as to the balance of the Savings Account as deposit or withdrawals may be made or items charged without any entry being made in the passbook.
6. Any transactions on the Savings Account made through electronic banking services including transactions made through the Automated Teller Machine, Cash Deposit Machine, phonebanking and GIRO shall be governed by these Terms and Conditions and the terms and conditions governing the operation of any such service and in the event of a conflict between these Terms and Conditions and the terms and conditions governing the operation of any such service, the latter shall prevail.
7. Any payment made by us to a person who produces the passbook, a letter of authorisation from you allowing the person to act on your behalf, a withdrawal form purporting to be signed by you and a proof of identity by such person as we may require (e.g. identity card(s) or passport) shall have the same effect as if such payment had been made to you personally and such payment shall absolve us from all liabilities to you or to any other party.
8. We shall exercise care in the collection of cheque deposits. You acknowledge and agree that the collection of cheques is undertaken at your risk and we shall not be liable for any loss, damage or delay through no fault of ours.
9. Where cheques and other negotiable instruments are deposited with us, the proceeds cannot be drawn against until the proceeds have been received by us. If the proceeds are drawn against before the proceeds are received by us, we shall have the right to debit the Savings Account for such amount drawn if such cheques are dishonoured.
10. We may refuse to accept any cheque or financial instrument (including but not limited to any cheque where the payee's name is not identical with your name and any cheque made payable to a corporation, firm, partnership, society, association, trade union, institution or other business concern for credit to a personal account) for deposit.
11. In the case of dishonoured cheques, only an image return document of the dishonoured cheque will be returned by post to you at your last recorded address at your own risk and expense.
12. We act only as your collecting agent for items deposited with us for collection. In a case where an item is dishonoured or is honoured for less than the amount credited, the credit entry in your Savings Account will be

reversed and we shall have recourse to you for any amount so credited. In all cases for items deposited with us for collection, any charges incurred by us will be charged to your Savings Account.

13. Where a cheque is payable to any one or more of the account holders of any joint Savings Account, we may at our absolute discretion, accept the cheque for deposit into the joint Savings 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 joint Savings Account.
14. Any transaction resulting in a balance amount of less than S\$10.00 (or such other amount as we may determine) is not allowed and this minimum balance amount shall not be available for your use for any transaction or purpose.
15. Withdrawals may be allowed at our branches in Malaysia subject to suitable identification and verification with the branch where the Savings Account is opened. We may impose a withdrawal limit and a service charge for such withdrawals from time to time.
16. When the entire balance is withdrawn from the Savings Account, the Savings Account will automatically be closed and the passbook, if any, will be returned to you.
17. Entries in the passbook are not valid unless they are made either by a teller machine or by manual entries under the signature of our authorised officer. You must carefully examine the entries made in the passbook before leaving our premises and report immediately to us any error found therein. If you do not within fourteen (14) calendar days after the entries are made object to any entry made therein in writing, you shall be deemed to have accepted the entries made up to the date of the last entry in the passbook as being 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 passbook in the event of any omission or errors in the entries.
18. Tiered rates of interest may be paid on the credit balance (if any). Interest on credit balances in the Savings Account shall be calculated daily at such rates as we may notify you. We shall have the right to revise the rate(s) of interest at any time, and we shall notify you of such changes from time to time.
19. The passbook should be presented to us for any interest or "no book" entries to be updated and such updating may be made at any of our branches.
20. You shall take reasonable care to safeguard the passbook, including keeping the passbook in a secured place under lock and key. We do not accept responsibility for any loss caused to you if any person should obtain possession of the passbook and fraudulently obtain payment of any sum belonging to you.
21. Notice in writing should be given to us immediately when a passbook is lost, stolen or mislaid. We may thereupon close the Savings Account and may at our sole discretion reopen a new Savings Account, provided a satisfactory explanation is given and our standard form of indemnity is executed by you.
22. We shall be entitled to impose a charge in respect of the Savings Account including but not limited to any of the following circumstances and such charges shall be deducted from the Savings Account:
 - i. for or upon any closure of a Savings Account within six (6) months of its opening;
 - ii. for any replacement of a mutilated or damaged passbook;

iii. for any replacement of a lost, misplaced or stolen passbook.

23. The passbook is not transferable or assignable and cannot be pledged as security.
24. Notwithstanding anything stated in these Terms and Conditions, we reserve the right to add to and/or alter the entries in the Savings Account in the event of omission or errors in the entries made.
25. The acceptance and continuance of a Savings Account shall be at our sole discretion.
26. You shall notify us immediately of any change in your particulars including changes to your mailing address, email address and contact numbers.
27. All notices and communications to you will be sent in the mode and manner we deem appropriate and may be:
- 42.1 sent by post or left at your address last notified to us and shall be deemed to have been received by you on the day following such posting (even if the letter is returned through the post office undelivered) or on the day when it was so left;
 - 42.2 sent by electronic mail, facsimile or short message service (SMS) to your contact particulars in our records and shall be deemed to have been received by you on the same day when it was so sent; or
 - 42.3 published or communicated by notices and communications over our internet website, internet banking 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.

Notices and communications when addressed to or received by any one of the joint account holders are deemed to be given to and received by all joint account holders.

28. Joint account holders who give us the mandate for any one party to operate the joint account are reminded that any one party, without the other's knowledge, can apply for the Maybank ATM card, VISA card, phonebanking, internet banking or other mode of operation of the account services offered by us that will enable transactions to be made on the Savings Account without production of the passbook. We are under no duty to inform the other joint account holder(s) of such applications.
29. In the case of a joint account, we shall hold on the death of any one of the account holder(s) any credit balance(s) in the Savings Account to the order of the survivor(s) without prejudice to any right we may have arising out of any lien, charge, pledge, set-off, counterclaim or otherwise whatsoever. Any payment made by us to the survivor(s) shall constitute a complete discharge of our obligations binding on all the account holders and their personal representatives.
30. 30.1 You consent to and (where relevant) shall procure that all persons whose data or information (including any personal data) has been disclosed to us by or through you (including the beneficial owners, authorised signatories and authorised persons) (collectively "**Relevant Persons**") consent to us, our officers, employees, agents and advisers collecting and using such information relating to you (and the Relevant Persons) including details of your accounts, transactions, or tax or tax-related information (as the case may be) and disclosing the same to the following persons wherever situated, whether in Singapore or elsewhere or as is otherwise required or permitted in accordance with applicable law:-

- 30.1.1. 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;
- 30.1.2. our head office and any of our branches, representative offices, subsidiaries, related corporations and affiliates;
- 30.1.3. our stationery printer or agent for the purpose of printing and/or mailing personalised cheques and other documents;
- 30.1.4. any court, government, regulatory, law enforcement, tax or fiscal agency or authority, and/or any self-regulatory organisation in any jurisdiction;
- 30.1.5. 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);
- 30.1.6. any credit bureau or credit reference or evaluation agency and any member or subscriber of such credit bureau or agency;
- 30.1.7. 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;
- 30.1.8. any debt collection agency or person engaged by us to collect any sums of money owing to us from you;
- 30.1.9. your agent, executor or administrator and any person in connection with any insolvency proceeding relating to you;
- 30.1.10. 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; and
- 30.1.11. any other person to whom disclosure is permitted or required by law and, to the extent that such data or information is personal data, collecting and using such data for or in connection with the purposes set out in our Data Protection Policy accessible at: www.maybank2u.com.sg, as well as the purposes set out above, and disclosing such data to the above-mentioned parties as well as to the persons identified in our Data Protection Policy.

If any Relevant Person 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 Savings Account. Such withdrawal may accordingly constitute a repudiatory breach of your obligations under these Terms and Conditions, and we may upon notice to you close the Savings Account without prejudice to our other rights and remedies at law against you.

This Clause 30.1 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 1970 of Singapore. The consent and our right under this Clause 30.1 are in addition and are not affected by any other agreement with you and shall survive the termination of the Savings Account and the termination of any relationship between you and us.

- 30.2. 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.

- 30.3. 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.
31. 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:
- 42.1 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 thirty (30) calendar days if at any time you become a United States person;
 - 42.2 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;
 - 42.3 authorise 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;
 - 42.4 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;
 - 42.5 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; and
 - 42.6 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.
32. For a minor under the age of 16 years (or such other age as we may determine from time to time), the Savings Account will have to be operated by his/her parent/guardian/grandparent, as trustee. **
33. A minor under the age of 15 years (or such age as we may determine from time to time) will not be issued with a Maybank ATM card. **

*** Applicable only to Youngstarz Account and/or any other type of savings account as we may determine from time to time.*

34. We shall not be liable for any loss, damage or expense suffered or incurred by you (whether as a result of 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 the Bank.
35. Notwithstanding any provision in these 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:
- 42.1 in the performance of our function as banker for you 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 any lack of or defect in the payee's or your title to such instrument; and
 - 42.2 in connection with the enforcement of our rights under these Terms and Conditions or as a result of any noncompliance of these Terms and Conditions by you.
36. Notwithstanding any provision in these Terms and Conditions, in the event:
- 42.1 that we receive ambiguous or conflicting instructions, in whatever form, from any party in connection with a Savings Account;
 - 42.2 that we are in receipt of an order of court, in relation to or which directly or indirectly affects a Savings Account; that we become aware of any dispute, in relation to or which directly or indirectly affects a Savings Account;
 - 42.3 of a force majeure, power failure, computer breakdown, industrial action, and/or sabotage occurs or for any reason, our customers' records, accounts or services are not available or access to such records, accounts, services is hindered; or
 - 42.4 that 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 Savings 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.
37. We may act upon the instructions of any of your agents or any person who is authorised by you to act on your behalf and any transactions executed as a result thereof shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of such transactions and your liability to us in relation thereto.
38. Unless expressly provided to the contrary herein, a person who is not a party to these Terms and Conditions may not enforce its terms under the Contracts (Rights of Third Parties) Act 2001 of Singapore.
39. 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. Any proceedings whatsoever for the recovery and/or enforcement of any monies claimed to be due from us shall be instituted by you solely in the Courts of Singapore unless we otherwise agree in writing and any judgement or order of court made against us shall not be enforceable or executed against any of our overseas branches.
40. We shall be entitled to close the Savings Account in accordance with the following:
- 42.1 at any time for any reason whatsoever, upon giving reasonable notice; or

- 42.2 where the Savings Account has been used improperly or in breach of the terms and conditions herein or is being used for criminal activity or for illegal purposes or for non-Syariah purposes (where applicable), without notice.

You may close the Savings Account by giving reasonable notice to us at any time.

41. We shall have a lien on, and we and each of our related corporations shall (without prejudice to any general or banker's lien, right of set-off or any other right to which we may be entitled) have the right without prior notice or demand to combine or consolidate the credit balance on your Savings Account with any one or all of your account(s) with us and/or any of our related corporations and/or set-off or apply any money (including the deposit or any part thereof) standing to the credit of any one or all of such accounts with us and/or any of our related corporations in or towards the satisfaction of any and all sums payable by you to us and/or any of our related corporations (whether due or not) balances (whether matured or not) in any one or more such accounts wheresoever situate including those in overseas branches against any of your liabilities or of any one or more of them on any account or in any other respect whatsoever, whether such liabilities be present or future, actual or contingent, primary or collateral, and several or joint. Where such set-off requires the conversion of one currency into another, we and any of our related corporations are authorised to purchase with the moneys standing to the credit of any one or all of such accounts such other currencies (at such rate of exchange as we and/or any of our related corporations may determine (as may be necessary for this purpose)).

Furthermore, we shall be entitled in the event of any breach by you of these Terms and Conditions or any default or nonpayment of any other debt, obligation or liability due or owing to us and/or any of our related corporations of whatsoever nature or kind, to sell any funds, documents, shares or other securities or valuables deposited with us and/or any of our related corporations belonging to you by way of public or private sale without any judicial proceedings whatsoever, and retain from proceeds derived therefrom the total amount remaining unpaid, including all costs, legal fees and costs (on a full indemnity basis), charges and other expenses incidental to such sale. You will immediately upon demand pay to us and/or any of our related corporations the amount of any deficiency.

All of our rights under this Clause 41 shall apply to, and be conferred on, our related corporations, all of which shall be entitled to enforce and enjoy the benefit of this Clause 41 to the fullest extent permitted by the law. Without any prejudice to the generality of the foregoing, any of our related corporations may enjoy the benefit or enforce the terms of this Clause 41 in accordance with the provisions of the Contracts (Rights of Third Parties) Act 2001.

42. Provision of Information

- 42.1 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.
- 42.2 You represent and warrant that you are not a target or subject of Sanctions, and the Account involving us and our related corporations have not or will not be utilised for the benefit of any person that is a target or subject of Sanctions or in any manner that would result in you or us and our related corporations being in breach of any applicable Sanctions or becoming a target or subject of Sanctions.
- 42.3 You undertake to inform us in writing immediately if at any time you become a target or subject of Sanctions or if the Account (or proceeds of the same) is utilised in a manner contrary to this clause.

- 42.4 We reserve the right to not provide any product or service or process any transaction and/or may suspend a transaction or service or terminate a transaction, service or our relationship with you if (i) you breach any applicable law or Sanctions or (ii) by executing the transaction, providing the product or service or continuing our relationship with you, it will cause us to breach any applicable law or Sanctions.
- 42.5 For purposes of the Terms and Conditions, "Sanctions" means economic, trade, financial or other sanctions laws, regulations, executive orders, embargoes or other restrictive measures enacted, imposed, administered or enforced from time to time by the United Nations, the United Kingdom, the United States of America, the European Union or its member states, Singapore or the governmental institutions or agencies of any of the foregoing.
43. 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.
44. We reserve the right from time to time, upon giving thirty (30) calendar 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). Notwithstanding the above, we shall not be required to give you any advance 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.
45. In these Terms and Conditions, unless the context requires otherwise:
- 45.1. **"Savings Account"** means any of the following bank accounts opened in your name with us: Passbook Savings Account, Passbook Savings Account-*i*, Statement Savings Account, Minor Savings Account, iSavvy Savings Account, iSavvy Savings Account-*i*, iSavvy Savings Plus Account, Prestige Savings Account, Regular Savings Account-*i* and any other type of savings accounts which we may introduce from time to time which are opened in your name.
- 45.2. **"Terms and Conditions"** means these Terms and Conditions Governing Savings Accounts.
- 45.3. **"Related corporation"** has the meaning given to it in the Companies Act 1967 of Singapore.
- 45.4. **"You", "your" and "yours"** means the person who opened and maintained the Savings Account.
- 45.5. **"We", "our", "ours", "us"** refer to Maybank Singapore Limited and its successors and assigns.
- 45.6. Words denoting the singular number only shall include the plural and vice versa and words denoting the masculine gender only shall also include the feminine gender and vice versa.
- 45.7. A reference to a person includes such person's executors, personal representatives, successors and assigns.
46. **Additional Terms and Conditions Governing iSAVvy Savings Account, iSAVvy Savings Plus Account and Prestige Savings Account (both, the "Accounts")**
- 46.1. We shall have the right at our absolute discretion to determine the eligibility and qualifying criteria for the Accounts. We shall also have the right at our absolute discretion and without prior notice to you to

convert your account from one account to another account for any reason whatsoever including but not limited to your failure to meet the eligibility and qualifying criteria of the Accounts at any time.

- 46.2. No passbook will be issued to you for the Accounts and Clauses 4, 5, 7, 17, 19, 20, 21, 23 and any other Clauses (or parts thereof) concerning passbook matters shall not be applicable. No account statements, confirmation advices, consolidated statements, monthly statements will be issued to you. The balance and transaction history for such period (as we may determine) relating to the Accounts will be available on-line via our internet banking services at Maybank2u.com.sg ("**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 in writing any error found therein, subject to our prevailing terms and conditions relating to the operation of internet banking services. If you do not within thirty (30) calendar days after the date of each transaction object to any entry made in the Internet Record of Transactions in writing, you shall be deemed to have accepted such entry of the transaction into our Internet Record of Transactions as being 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 Accounts in the event of omission or errors in the entries made.
- 46.3. You may request for printed statements of past transaction history records for the Accounts subject to the payment of a service charge of such sum as we shall have the right, by giving prior notice to you, to impose from time to time.
- 46.4. Withdrawals, and certain other transactions as we may notify you from time to time (including but not limited to deposit of cash, balance enquiry, issuance and/or amendment of cashier's order/demand draft/remittance instructions), 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 we may require (e.g. identity card(s) or passport). We may impose a service charge in respect of each of such transaction made over the counter, as we may notify you from time to time.
- 46.5. Clause 16 shall not be applicable to the Accounts. Without prejudice to Clause 39, we shall be entitled to close the Accounts without giving notice to you if the balance in the Accounts remains at \$0 for thirty (30) continuous days. Upon closure of the Accounts, we shall duly notify you by sending a letter to you in accordance with Clause 27. We shall not be held responsible in any manner whatsoever for any loss or damage suffered as a result of such closure of the Accounts.
- 46.6. We shall provide the prevailing commercial terms and features of the Accounts by way of publication/notification over our internet banking services at Maybank2u.com.sg and we reserve the right to change any such term and feature at any time upon publication in accordance with this provision.
- 46.7. Where any of these Terms and Conditions provide that we shall be required to give written notice to you, without prejudice to Clause 27, we shall be entitled to do so by publication/notification over our internet banking services at Maybank2u.com.sg.

47. Additional Terms and Conditions Governing iSAVvy Savings Account-*i* ("iSAVvy Accounts-*i*")

- 47.1 Unless otherwise expressly amended herein, Clause 46 (Additional Terms and Conditions Governing iSAVvy Savings Account and Prestige Savings Account) shall apply to iSAVvy Accounts-*i* save that the terms relating to Prestige Savings Account in Clause 46 shall not apply herein.

- 47.2 We shall accept the sum of money deposited and any sum of monies to be subsequently deposited into the iSAVvy Accounts-*i* based on the Syariah principle of Al-Wadi'ah Yad Dhamanah (guaranteed custody) concept and you shall give your consent to us to deal with the whole or any part of any monies standing to the credit of your iSAVvy Accounts-*i* in the manner that we shall deem fit.
- 47.3 Under the concept of Al-Wadi'ah, we guarantee payment of the whole sum or any part thereof standing to the credit of the iSAVvy Accounts-*i* when demanded.
- 47.4 Under the concept of Al-Wadi'ah, we may at our discretion declare dividends for the utilisation of the funds in the iSAVvy Accounts-*i*.
- 47.5 Clause 9 shall not be applicable to iSAVvy Accounts-*i*. All cheques and other monetary instruments deposited for credit of the account are received by us for collection only and no withdrawals can be made until they are duly collected. We reserve the right to charge you in respect of items which are subsequently returned unpaid. No dividend shall be payable by us in respect of such items and we shall reverse any dividend which has been calculated or credited in respect of such items. The proceeds of any cheque or monetary instrument received for collection will only be credited after receipt of payment by us.
- 47.6 Clause 18 shall not be applicable to iSAVvy Accounts-*i*. Tiered rates of dividends may be paid on the credit balance (if any). Dividends on credit balances in the iSAVvy Accounts-*i* shall be calculated daily at such rates as we may notify you. We shall have the right to revise the rate(s) of dividend at any time, and we shall notify you of such changes from time to time.

48. Additional Terms and Conditions Governing Statement Savings Account

- 48.1 No passbook will be issued to you for the Statement Savings Account and Clauses 4, 5, 7, 17, 19, 20, 21, 23 (in so far as the clause or any part thereof relates to passbook matters) and any other clauses (or parts thereof) concerning passbook matters shall not be applicable.
- 48.2 A statement of your Statement Savings Account generated by our computer will be sent to you on a monthly basis or at such other intervals as we may deem fit. You are required to examine all entries in the statement of account and to report immediately to us in writing of any error found therein. If you do not within fourteen (14) days from the date of the statement of account 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 of account 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 Statement Savings Account in the event of omission or errors in the entries made.
- 48.3 For audit purposes, you shall sign and return any confirmation slip relating to the statement of account or other particulars of the account, at our request. If you do not sign and return the confirmation slip or in the absence of any objection in writing within fourteen (14) days from the date of the confirmation slip, you shall be deemed to have confirmed the information set out in the request for your confirmation.
- 48.4 You may request for printed statements of past transaction history records for your Statement Savings Account subject to the payment of a service charge of such sum as we shall have the right, by giving prior notice to you, to impose from time to time.

- 48.5 Withdrawals, and other transactions (including but not limited to deposit of cash, balance enquiry, issuance and/or amendment of cashier's order/demand draft/remittance instructions), 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 we may require (e.g. identity card(s) or passport).
- 48.6 You must use our deposit slips in making a deposit. The deposit slip must be completed accordingly. Your copy of a deposit slip is not a valid receipt unless it is validated by our computer terminal or signed by our authorised officer and our rubber stamp impressed thereon. You must carefully examine the entries made on the deposit slip and report immediately to us any error found therein.
- 48.7 Notwithstanding the foregoing clause, we may alter any incorrect entry in a deposit slip and shall advise you of any such alteration.
- 48.8 Any alteration in our computer validation on the deposit slip will invalidate the receipt unless the alteration is signed by our authorised officer.

49. Additional Terms and Conditions Governing Passbook Savings Account-*i*

- 49.1 We shall accept the sum of money deposited and any sum of monies to be subsequently deposited into the Passbook Savings Accounts-*i* based on the Syariah principle of Al-Wadi'ah Yad Dhamanah (guaranteed custody) concept and you shall give your consent to us to deal with the whole or any part of any monies standing to the credit of your Passbook Savings Account-*i* in the manner that we shall deem fit.
- 49.2 Under the concept of Al-Wadi'ah, we guarantee payment of the whole sum or any part thereof standing to the credit of the Passbook Savings Accounts-*i* when demanded.
- 49.3 Under the concept of Al-Wadi'ah, we may at our discretion declare dividends for the utilisation of the funds in the Passbook Savings Accounts-*i*.
- 49.4 Clause 3 shall not be applicable to Passbook Savings Account-*i*. We shall have the right to impose a monthly service charge for the operation and maintenance of the Passbook Savings Account-*i* provided that we may waive the monthly service charge if you maintain a minimum average daily balance of such sum as we may specify from time to time.
- 49.5 Clause 9 shall not be applicable to Passbook Savings Account-*i*. All cheques and other monetary instruments deposited for credit of the account are received by us for collection only and no withdrawals can be made until they are duly collected. We reserve the right to charge you in respect of items which are subsequently returned unpaid. No dividend shall be payable by us in respect of such items and we shall reverse any dividend which has been calculated or credited in respect of such items. The proceeds of any cheque or monetary instrument received for collection will only be credited after receipt of payment by us.
- 49.6 Clause 18 shall not be applicable to Passbook Savings Account-*i*. Tiered rates of dividends may be paid on the credit balance (if any). Dividends on credit balances in the account shall be calculated daily at such rates as we may notify you. We shall have the right to revise the rate(s) of dividend at any time, and we shall notify you of such changes from time to time.

- 49.7 Clause 19 shall not be applicable to Passbook Savings Account-*i*. The passbook should be presented to you for any dividends or “no book” entries to be updated and such updating may be made at any of our branches.

50. Additional Terms and Conditions Governing Regular Savings Account-*i*

- 50.1 Clause 49 (Additional Terms and Conditions Governing Passbook Savings Account-*i*) shall apply to Regular Savings Account-*i* unless otherwise expressly amended herein and all references therein to “Passbook Savings Account-*i*” shall be replaced with references to “Regular Savings Account-*i*”.
- 50.2 In this Clause 50:
- (a) “**Agreed Sum**” means an amount that you agree to place as deposit in the Regular Savings Account-*i* on a monthly basis subject to such minimum sum and in multiples of such amount as we may determine; and
 - (b) “**Fixed Period**” means a twelve-monthly period or such other period of time as may be prescribed by us from time to time.
- 50.3 The initial Fixed Period shall commence on the first day of the following calendar month after the opening of the Regular Savings Account-*i* by you or at such other date as we may determine.
- 50.4 The commencement of each Fixed Period shall be the next calendar day after the end of the preceding Fixed Period or such other date as we may determine.
- 50.5 You shall determine the Agreed Sum which shall apply to the tenure of the Regular Savings Account-*i* unless you notify us of a revision to the Agreed Sum in which case the revised Agreed Sum shall take effect on the commencement of the next Fixed Period.
- 50.6 You shall deposit the Agreed Sum into the Regular Savings Account-*i* not later than the last day of each calendar month during each Fixed Period or by such date as we may determine from time to time.
- 50.7 For purposes of depositing the Agreed Sum into the Regular Savings Account-*i* on a monthly basis, you may designate an account maintained by you with us or with another bank (subject to your consent) for debiting the Agreed Sum and crediting the same into the Regular Savings Account-*i* on such date as we may determine.
- 50.8 You are entitled to a potential bonus (“**Potential Bonus**”) at the end of each Fixed Period provided that you fulfil the obligations under Clause 50.6 for the tenure of each Fixed Period and subject always to such additional terms and conditions as we may impose from time to time.
- 50.9 For purposes of paying the Potential Bonus, we shall determine in our sole and absolute discretion if you are entitled to the Potential Bonus and our decision is conclusive and binding on you.
- 50.10 The Potential Bonus (if any) shall be payable on the first day of the following calendar month after the end of each Fixed Period.

50.11 We shall have the option to pay the Potential Bonus at such rate(s) and to apply to such sum and period(s) as we may determine in our sole and absolute discretion.

51. Additional Terms and Conditions Governing Youngstarz Account, iSAVvy Accounts-*i* under trust, Passbook Savings Account-*i* under trust and Regular Savings Account-*i* under trust ("Trust Savings Account")

51.1 In this Clause 51:

- (a) "**Beneficiary**" means a minor under the age of 16 years (or such other age as we may determine from time to time) named as the sole beneficial owner of the Trust Savings Account in the application form; and
- (b) "**Trustee**" means the parent/guardian/grandparent of the Beneficiary who has completed the declaration of trust in the application form and is the sole trustee for the Trust Savings Account.

51.2 As Trustee, you hereby agree, undertake and declare that you will hold the Trust Savings Account on trust for the Beneficiary, for the benefit of the Beneficiary or according to the terms of the trust. We are not obligated to enquire into your dealings in the account or your compliance with the terms of the trust.

51.3 Clause 13 shall not be applicable to the Trust Savings Account. Where a cheque is payable to either the Trustee or the Beneficiary, we may at our absolute discretion, accept the cheque for deposit into the Trust Savings Account without endorsement by the Trustee. The Trustee and the Beneficiary shall not have any recourse to us for the amount so credited to the Trust Savings Account. However, we may at our absolute discretion pay out any amounts of the cheques drawn to the Trustee if there is any dispute from the Trustee that such crediting was wrongful.

51.4 Clause 28 shall not be applicable to the Trust Savings Account. The Trust Savings Account can only be operated by the Trustee. The Trust Savings Account cannot be operated by the Beneficiary and we are under no duty to act on any instructions from the Beneficiary.

51.5 Clause 29 shall not be applicable to the Trust Savings Account. We must be notified immediately of the death of the Trustee or the Beneficiary. Upon the death of the Trustee or the Beneficiary, we will close the Trust Savings Account. Any credit balance(s) in the Trust Savings Account will be paid in the following manner, without prejudice to any right we may have arising out of any lien, charge, pledge, set-off, counterclaim or otherwise whatsoever:

- a. On the death of the Beneficiary, to the Trustee or the order of the Trustee; and
- b. On the death of the Trustee, either to the Beneficiary if they are alive and have attained the age of 16 years or to the personal representative of the Trustee's estate to be held on trust for the Beneficiary by the Trustee's estate and paid to the Beneficiary upon the Beneficiary attaining the age of 16 years.

Any payment made by us under this Clause 51 shall constitute a complete discharge of our obligations binding on all the Trustee, the Beneficiary and their personal representatives.

- 51.6 Upon the Beneficiary attaining the age of 16 years, the Trust Savings Account must be converted to a new account at our branches by the Trustee and the Beneficiary. The new account shall be such type of account as we may allow or determine from time to time. Upon the conversion to the new account, the Trust Savings Account will thereupon be closed and the prevailing terms and conditions relating to the new account shall apply.
- 51.7 If, upon the Beneficiary attaining the age of 17 years, the Trust Savings Account has not been converted to a new account at our branches by the Trustee and the Beneficiary, we shall be entitled to convert the Trust Savings Account to a new trust account without giving prior notice to the Trustee or the Beneficiary. The new trust account shall be such type of trust account as we may determine from time to time and the prevailing terms and conditions relating to the new trust account shall apply. Upon the conversion to the new trust account, the Trust Savings Account will thereupon be closed and the Trustee and the Beneficiary shall be deemed to have accepted the prevailing terms and conditions relating to the new trust account. The new trust account will have to be held on trust by and operated by the Trustee until its conversion to a new account at our branches by the Trustee and the Beneficiary.