

PAYMENTS SERVICE SUPPLEMENT

1. INTRODUCTION

These are the supplementary terms and conditions (the "Service Supplement") applicable to the relevant Payment Service, we may from time to time provide to you. The terms contained in this Service Supplement are supplementary to any term contained in the Standard Terms and the relevant Payment Service's applicable Country Supplement. This Service Supplement shall be read together with the Standard Terms and any applicable Country Supplement. Unless the context requires otherwise, all capitalised expressions used in the Standard Terms shall have the same meaning given to them in this Service Supplement.

2. DEFINITIONS

In this Service Supplement:

"Cheque Outsourcing Service" shall have the meaning set out in paragraph 6 (Cheque Outsourcing);

"Payment" means the credit or transfer of funds by you from an Account to a payee or to another account;

"Payment Service" means any Service relating to a Payment; and

"Standing Instruction" shall have the meaning set out in paragraph 5 (Standing Instruction).

3. PAYMENTS

3.1 We will execute any payment instruction we receive from you in accordance with the clearing time periods applicable to the Service in question. If we do not receive a payment instruction prior to the cut-off time applicable to the Service in question, it will be treated as having been received on the next following Business Day.

3.2 We may reject a payment instruction if: (a) you have insufficient cleared funds in, or it would cause you to exceed any arranged credit limit on, your Account; or (b) it exceeds the maximum value set by us for that type of payment transaction. In determining whether we will reject a payment instruction, we may consider any other instructions (including any payment instruction) we received in respect of your Account or which have already been authorised, even if the relevant payments have not already been deducted.

3.3 Without prejudice to the paragraph above, if we decide (in our discretion) to accept a payment instruction that causes your Account to go overdrawn, or to exceed an arranged credit limit, we will treat this as a request for an overdraft or credit limit extension (as applicable) for which we may charge a fee and debit interest.

4. DIFFERENT CURRENCY

If we accept any payment instruction issued in your name for payment in a currency other than the currency of a relevant Account, we are authorised to debit from that Account (or any other Account) the equivalent amount of the foreign currency transferred at our prevailing rate of exchange or, in the absence of such a rate such other exchange rate as we may reasonably specify.

5. STANDING INSTRUCTION

5.1 We may upon your request accept any standing instruction (a "Standing Instruction") from you for Payment at certain intervals.

5.2 You must fill in any mandate or form in the manner as prescribed by us to effect the relevant Standing Instruction. We will not effect any Standing Instruction until we have verified the authenticity and/or completeness of the relevant authorisation in accordance with our security procedures.

5.3 You may revoke or replace any mandate for the Standing Instruction at any time by notifying us in accordance with the procedure set out in the Standard Terms. Any change will not be effected unless we have a reasonable period of time to enable us to act on or effect the change.

5.4 Accordingly, until we notify you of our acceptance of the revocation or change in the mandate for the relevant Standing Instruction, you should continue to act on the basis of our previous mandate and we will not be responsible for any Loss incurred by you or otherwise.

6. CHEQUE OUTSOURCING

6.1 We may upon your request offer you a service where we customise, format, print, issue and/or deliver any Payment Instrument on your behalf for Payment to the persons you designate (the "Cheque Outsourcing Service"). If we provide the Cheque Outsourcing Service to you, you agree that the terms and conditions set out in this paragraph 6 (Cheque Outsourcing) shall apply accordingly.

6.2 You authorise us to sign any Payment Instrument (to the extent necessary) on your behalf by affixing or printing the signature(s) of the Authorised Person(s) you designate in respect of the relevant Account. We may (regardless of whether we have already done so for any other Service) ask for such evidence which we may specify in order to establish that an Authorised Person(s) have been duly authorised.

6.3 You acknowledge and accept the risk that any delivery of any Payment Instrument may be delayed or lost in transit. You agree not to hold us liable for any Loss if this occurs.

6.4 You represent to us that you own or have been granted a valid licence to use any Intellectual Property Rights which you have provided to us for use in connection with the Cheque Outsourcing Service. You hereby (a) grant to us a sub-licensable, royalty-free, worldwide licence to use such Intellectual Property Rights referred to in this paragraph for the duration of the Cheque Outsourcing Service; and (b) to the extent you only have a licence only to use such Intellectual Property Rights, you confirm that you have the right to sub-licence the benefit of such Intellectual Property Rights to us.

6.5 You represent that the printing of any Payment Instrument involving any Intellectual Property Rights you provided to us will not infringe such Intellectual Property Rights and you agree to notify us immediately of any facts or circumstances of which you are aware indicating or suggesting any such infringement or risk of infringement.

6.6 You agree to indemnify us against Loss as a result of our use of any Intellectual Property Rights (including any action raised against us for any infringement of Intellectual Property Rights) which you have provided to us for us in connection with the Cheque Outsourcing Service.

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