

FOREIGN CURRENCY CURRENT ACCOUNT APPLICATION FORM (PERSONAL/JOINT ACCOUNT)

ACCOUNT TYPE

Individual Joint

CURRENCY

USD JPY HKD GBP AUD NZD EUR SGD Others

PURPOSE

Education Abroad Employment Abroad Others

PERSONAL PARTICULARS

Name : (1) Mr/Miss/Madam

IC/Passport No. :

New IC No. :

Telephone No. :

Correspondence Address :

Postcode :

PARTICULARS OF OTHER PARTY TO A JOINT ACCOUNT

Name : (2) Mr/Miss/Madam

IC/Passport No. :

New IC No. :

Telephone No. :

CONDITION OF SIGNATURE TO OPERATE/CLOSE

Anyone to sign All to sign Others

SIGNATURES AND DECLARATION

I/We hereby :

- request you to open the above Foreign Currency Current Account(s) in my/our name(s)
- declare that the information provided herein is true and correct
- acknowledge having received and read the terms and conditions governing the conduct of Foreign Currency Current Account in my/our name(s)
- agree to be bound by the provisions of the terms and conditions and any amendments to the same for any account(s) opened with you now and hereafter
- agree to examine and notify you of any errors, irregularities or discrepancies in the statement of account sent to me/us and to notify you if I/We fail to receive such monthly statement
- agree to comply with the 'Foreign Exchange Administration Rules' of Bank Negara Malaysia

Signature (1)

Signature (2)

Date :

Date :

BANK'S USE ONLY

Account No :

Currency :

Limit :

Attended By :

Approved By :

Other Information :

FOREIGN CURRENCY CURRENT ACCOUNT APPLICATION FORM (BUSINESS ACCOUNT)

ACCOUNT TYPE

Limited Company Partnership Others Nature of Business/Activities : _____

CURRENCY

USD JPY HKD GBP AUD NZD EUR SGD Others _____

PARTICULARS OF BUSINESS

Registered Name : _____ Registration Number : _____
Date of Registration : _____ Place of Registration : _____
Correspondence Address : _____

PARTICULARS OF DIRECTORS, PARTNERS, ETC.

Name	IC/Passport No./Place of issue	Citizenship
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

CONDITION OF SIGNATURE

All Any One As per Resolution Others _____

DECLARATION

I/We hereby :
- request you to open the above Foreign Currency Account(s)
- declare that the information provided herein is true and correct
- acknowledge having received and read the terms and conditions governing the conduct of Foreign Currency Current Account
- agree to be bound by the provisions of the terms and conditions and any amendments to the same
- declare that we have not committed any act of bankruptcy at the time the account is opened
- agree to examine and notify you of any errors, irregularities or discrepancies in the statement of account sent to us and to notify you if we fail to receive such monthly statement
- agree to comply with the 'Foreign Exchange Administration Rules' of Bank Negara Malaysia

Signature (1) _____ Signature (2) _____ Signature (3) _____ Signature (4) _____

Stamp of Company/Business _____ Date : _____

DOCUMENTS REQUIRED (To be certified)

COMPANY'S ACCOUNT

- Memo/Articles of Association
- Certificate of Incorporation
- List of Directors & Secretary (Form 49)
- Forms 24, 45 & 48A
- Resolution of the Board of Directors

PARTNERSHIP ACCOUNT

- Identity Card/Passport
- Certificate of Registration
- Form PNA 23 or Form A & Subsequent Form B

BANK'S USE

Account No : _____ Currency : _____ Limit : _____

YES/NO : Personal data of Partners, Directors etc. updated to CIF

Attended by :

YES/NO : Account Code of Partners, Signatories to account updated to CIF

Approved by :

REGULATIONS

TERMS AND CONDITIONS FOR FOREIGN CURRENCY CURRENT ACCOUNT

1. Authorisation and Request

- 1.1 I/We authorize and request the Bank to honour and comply with any written order to withdraw any or all money on any of my/our account(s) and my/our written instructions to deliver, dispose of or deal with any securities, deeds or documents or other property (including safe deposit boxes and their contents) whatsoever from time to time in the possession of the Bank for my/our account(s) whether by way of security or safe custody or otherwise.

2. Banking Charges

- 2.1 I/We hereby agree that the Bank shall be entitled to charge for any of its services provided to me/us at the rates as notified by the Bank to me/us from time to time or, in the absence of such notification, at a reasonable rate. All banking charges when due shall be debited to my/our banking accounts.

3. Change of address, signature or particulars

- 3.1 Any change of address or signature(s) or other particulars that are recorded with the Bank shall be notified to the Bank in writing. All communications including the service of any Legal Process sent by post to or left at my/our last address registered with the Bank shall be deemed to have been duly delivered to and received by me/us.

4. Limitation of Liability

- 4.1 I/We agree that the Bank shall not be responsible for and I/We shall fully indemnify the Bank and hold the Bank harmless against all losses, costs and expenses which may be incurred by me/us or by the Bank in connection with any or all of the banking accounts whatsoever or the execution by the Bank of any instructions or if any of my/our banking accounts or any part thereof is reduced or frozen by any government or official authority.

- 4.2 I/We further agree that when the Bank incurs liability for or at my/our request, any funds or securities and other valuables deposited with the Bank (whether deposited by way of security, safe custody or for any other specific purpose) belonging to me/us and in the hands of the Bank shall automatically become security to the Bank and the Bank shall have the right to retain such funds or securities and other valuables or any part thereof or to refuse and reject my/our written order to withdraw any money from the account until the liability is settled.

- 4.3 The Bank shall not be responsible for or liable to the customer either for any diminution in 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 the Bank's control.

- 4.4 I/We 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 currency involved or of the country where such deposit is alternatively placed and the Bank 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 deposit is placed.

5. Right of set-off

- 5.1 The Bank shall have a lien on and shall be at liberty to retain the deposited sum or any part thereof without notice to the depositor whether the same is due for repayment or not if the depositor is or becomes indebted to the Bank whether in Malaysia or abroad. The Bank shall be at liberty at any time without notice to set off the deposited sum or any part thereof against such indebtedness in Malaysia or abroad, actual or contingent, primary or collateral, joint or several notwithstanding such indebtedness is in a different currency from the deposit and the Bank is authorized to effect any necessary conversion at its own rate of exchange then prevailing.

6. Deposits and withdrawals

- 6.1 No cheque book will be issued on the account(s). All withdrawals shall be made via written instructions by me/us to the Bank.

- 6.2 Transactions in Foreign Currency notes are prohibited.

- 6.3 Every deposit shall be accompanied by a deposit slip or any appropriate form issued by the Bank. A receipt issued by the Bank is only valid if it is machine validated or acknowledged by an authorized officer of the Bank. I/We must ensure this is done before leaving the premises of the Bank.

- 6.4 All cheques and instrument(s) deposited are accepted for collection only and except by special arrangement and except by special arrangement the sum deposited via the cheques or other instruments shall not be withdrawn against until the proceeds thereof have been received by the Bank.

- 6.5 Cheques received for collection but dishonoured may be sent by ordinary post to me/us at the address last registered with the Bank at my/our own risk and expense.

- 6.6 I/We shall indemnify the Bank as collecting banker for any loss which the bank may incur by reason of its guaranteeing any endorsement, discharge or discharges on any cheque, bill, note, draft, dividend warrant or other instruments presented to me/us for collection and every guarantee given by the Bank shall be deemed to have been given at my/our expressed request in every case.

7. Placement Transaction

- 7.1 Deposit of money for a fixed term (hereinafter referred to as "placement") is allowed subject to such terms and conditions as may be imposed by the Bank including, but not limited to, the requirement of a minimum amount. The terms and conditions may vary for placement of different currency and the bank reserves the right to vary such terms and conditions at any time and from time to time as it deems fit.

- 7.2 Interest rate for Foreign Currency placements is fixed 2 Business Days in advance and written instructions for commencement of placement or renewal or withdrawal of funds must reach the Bank 2 Business Days ahead to enable the deal to be done for value spot. "Business Day" means a day on which banks in Wilayah Persekutuan Kuala Lumpur and the principal financial centres for the currency involved are open for business. Except in the assignment, transfer, charge or pledge of the placement in favour of the Bank as security, the placement cannot be assigned, transferred, charged or pledged whether by endorsement of the Foreign Currency placement confirmation or otherwise.

- 7.3 Premature withdrawals of placement made, whether partially or in full is not permitted provided that the Bank may at its absolute discretion allow a premature withdrawal upon it being compensated for all losses suffered by it as a result of allowing a premature withdrawal (including, but not limited to the replacement cost of the placement).

8. Overdrafts

- 8.1 Where an overdraft is permitted by the Bank, each principal amount advanced by the Bank at its discretion shall be payable by me/us upon demand from the Bank together with interest and if applicable all other commissions, discounts and banker's charges. The rate of interest chargeable in respect of the overdraft shall be determined by the Bank from time to time and shall be computed on the principal amount for the time being owing on a daily basis and if such interest shall (so long it remains unpaid) be capitalized and aggregated with Principal amount for the time being owing and interest shall accrue thereon as herein provided.

9. Statement of Account

- 9.1 A statement of the balances on my/our banking accounts will only be rendered once a month. If however, there are no transactions during the month no statement will be rendered.

- 9.2 I/We agree to examine and notify the Bank of any errors, irregularities, discrepancies, claims or unauthorized debits or items whether, made, processed or paid as a result of forgery, fraud, lack of authority, negligence or otherwise by any person whatsoever.

- 9.3 I/We further agree that if I/We fail to advise you in writing of the non-receipt of the statement and obtain the statement from you, or to notify you of any errors, discrepancies, claims or unauthorized debits or items in the statements within twenty-one (21) days from the date of the statements, the Bank's accounts or records shall be conclusive evidence of the transaction entries and balances in such accounts and I/We shall be deemed conclusively to have accepted all matters contained in the statement as true and accurate in all respects. Any amendment thereafter of the statement shall be at the sole discretion of the Bank.

10. Closure of Accounts

- 10.1 The Bank reserves its right to close any banking account for any reason whatsoever by giving 14 days notice of such intention and the Bank shall not be bound to disclose any reasons therefore.

11. Joint Accounts – Applicable to Accounts in Joint Names

- 11.1 The Bank can collect for the credit into my/our account, cheques and other instruments belonging or payable to any of us.

- 11.2 In the event of death bankruptcy or insanity of either/any of us, any balance remaining in the credit of our Joint Account may be paid to the survivor (s) subject to compliance with any statutory requirement in force at the material time in respect of estate duty, inheritance tax or other government taxes.

12. Disclosure

- 12.1 I/We hereby agree and authorize the Bank to disclose to any person any information about or with regard to my/our affairs and/or banking accounts as authorized by law or for such purposes as the Bank may deem reasonable or necessary.

13. Partnership account (Applicable to accounts Registered as Partnerships)

- 13.1 I/We agree that I/We shall be jointly and severally responsible for all the liabilities of my/our banking accounts.

- 13.2 The instructions given for operation of our banking accounts shall remain in force until revoked in writing notwithstanding any change in the constitution or the name of the firm and shall apply notwithstanding any change in the membership of the firm by death, bankruptcy, retirement or otherwise or the admission of new partner(s).

14. Rules and Regulations of Regulatory Bodies

- 14.1 In addition and without prejudice to any of the terms and conditions herein, where applicable, the terms and conditions herein shall be governed by and subjected to the rules, regulations and guidelines from time to time issued by Bank Negara Malaysia the Association of Banks in Malaysia and other relevant bodies whether or not such rules, regulations and guidelines have the force of laws. I/We hereby agree that the availability and the continued availability of any of the services presently and/or hereafter from time to time and at any time offered by you to me shall be dependent upon and subject to the said rules, regulations and guidelines.

15. Interpretation

- 15.1 The expression 'banking accounts' shall mean each and every foreign currency account which I/We maintain with the Bank and, if the context so requires shall mean any one of such accounts.

16. Change of Terms and Conditions

- 16.1 The terms and conditions herein are not exhaustive. The Bank reserves the right to add, modify or delete any of the above terms and conditions and any such additions, modifications or deletions shall be binding on me/us and be deemed to have come to my attention by their being displayed at the Bank and any of its branches or posted to me at the last address registered with the Bank or advertised or by any other mode which the Bank may deem fit.