

## Bank of China (Malaysia) iGTB Services

### TERMS AND CONDITIONS FOR PAYMENT SERVICES

#### 1. Scope of Application

- 1.1 These Terms apply to the Payment Services. The Payment Services form part of the Cash Management Services.
- 1.2 These Terms shall be construed together with the General Terms and form part of the agreement between the Bank and the Customer relating to the Cash Management Services. In case of any inconsistency between these Terms and the other documents forming that agreement, these Terms shall prevail insofar as the Payment Services are concerned, unless otherwise specified in these Terms.

#### 2. Definitions and Interpretation

- 2.1 Unless expressly defined in these Terms, terms defined in the General Terms shall have the same meanings when used in these Terms.
- 2.2 In these Terms, unless the context requires otherwise:

**"Cashier's Order"** means a cashier's order issued by the Bank according to the instruction of the Customer;

**"Corporate Electronic Channels"** means Corporate Internet Banking, mobile banking and host-to-host interface provided by the Bank to commercial banking customers from time to time;

**"Designated Account"** means each Payment Account designated by the Customer for the purpose of the Cheque Outsourcing Service;

**"Dividend Account"** means each Payment Account designated by the Customer for the purpose of the Local Listed Company Dividend Payment Service, which may include an Interim Dividend Account, a Final Dividend Account, a Special Dividend Account or an Unclaimed Dividend Account;

**"General Terms"** means the Terms and Conditions for Cash Management Services specified by the Bank from time to time;

**"Payment Account"** includes any Designated Account or Dividend Account; and

**"Payment Services"** means any and all of the services which may be provided by the Bank from time to time pursuant to Clause 3 and the Schedule applicable to the Service Jurisdictions.

**"Printing Service"** means any service for printing Cashier's Orders and related services which may be outsourced by the Bank;

**"Printer"** means the provider of the Printing Service;

**"Shareholders"** means the shareholders of the Customer who are entitled to dividend payments from time to time; and

**"Share Registrar"** means the share registrar appointed by the Customer.

2.3 Unless the context requires otherwise, the provisions of Clauses 2.2 and 2.3 of the General Terms shall apply as if they were set out in these Terms.

### **3. Payment Services**

3.1 The Bank may provide the Payment Services to the Customer for making payments to other persons from time to time.

3.2 The Bank has the right to set and vary the types and details of the Payment Services, the eligibility criteria and the application procedures for the Payment Services (or any of them).

3.3 The Bank may provide the Payment Services by itself or with or through any other Bank Group Member. In providing the Payment Services, the Bank or the applicable Bank Group Member has the following rights:

- (a) to set and vary the business or daily hours in which each of the Payment Services is available, including daily cut-off time for receiving instructions;
- (b) to impose and vary any minimum or maximum payment amount as it considers appropriate, whether on a per-transaction or per-day basis or in any other manner or by reference to any other standard; and
- (c) to set and vary the manner, channels, means, procedures and other details or arrangements for making payments using the Payment Services.

3.4 The Payment Services available may vary amongst the Service Jurisdictions. The types of Payment Services which may be available in all Service Jurisdictions are set out in Clause 3.6 below. Additional terms and conditions which apply to any particular type of Payment Services or any particular Service Jurisdiction are set out in the Schedule.

#### **3.5 Payment Account**

- (a) The Customer shall designate one or more Payment Accounts with the approval of the Bank in order to use the Payment Services.
- (b) Each Payment Account shall be opened, maintained and operated subject to the provisions of the Account Terms and these Terms. In case of any inconsistency between the Account Terms and these Terms, the Account Terms shall prevail insofar as the maintenance and operation of the Payment Accounts are concerned.

### 3.6 Regional Payment Services

This Clause 3.6 applies to the Payment Services which may be provided in the respective Service Jurisdictions.

(a) Cheque Outsourcing Service – Cashier's Order

(i) The Bank may provide Cheque Outsourcing Service to the Customer, and set and vary the details and procedures for providing such service as it considers appropriate. The Customer authorises and instructs the Bank to provide the Cheque Outsourcing Service in the manner set out in this Clause 3.6(a).

(ii) The Customer's instructions

(1) The Customer may give instructions to the Bank in relation to one or more of the following matters:

(A) printing and issuing Cashier's Orders on behalf of the Customer, and envelopes and other related materials;

(B) delivery of the printed Cashier's Orders to the locations designated by the Customer subject to any conditions or arrangements prescribed by the Bank from time to time;

(C) stopping payment of any Cashier's Order;

(D) making refund to the Customer for any unpaid Cashier's Order issued under these Terms; and

(E) any other matter as the Bank may prescribe or accept from time to time.

(2) The Customer shall give instructions to the Bank in accordance with the requirements and specifications prescribed by the Bank. The Customer may give instructions in batches. The instructions shall clearly set out the necessary information prescribed by the Bank including all of the following:

(A) with respect to each Cashier's Order, the name of the each payee and the monetary amount payable to it;

(B) the location to which each Cashier's Order is to be delivered; and

(C) the mode of delivery of each Cashier's Order.

(3) If the Customer chooses to collect the Cashier's Orders from the Bank, the Customer shall clearly specify the choice in the relevant instruction. The Customer may collect the Cashier's Orders at the

location designated by the Bank. The Customer shall produce all necessary authorisation documents and other information prescribed by the Bank, failing which the Bank is entitled not to release the Cashier's Orders to the Customer without liability on the Bank's part.

(iii) Designated Account

- (1) The Customer directs and authorises the Bank to debit any or all of the following amounts from the Designated Account at such time as the Bank considers appropriate, whether before or after the Bank has executed the relevant instructions:
  - (A) the aggregated amount of all Cashier's Orders issued according to each batch of instructions; and
  - (B) any fees, charges or other amounts payable by the Customer to the Bank in relation to the Cheque Outsourcing Service.
- (2) The Bank has the right to set and vary daily or other limits on the amount that may be debited from the Designated Account from time to time. The Bank is entitled not to execute the entire batch of instructions for issuing Cashier's Orders if the aggregated amount of the Cashier's Orders in that batch would result in any limit set by the Bank being exceeded.
- (3) The Customer shall procure that there are sufficient immediately available funds in the Designated Account for issuing each and all Cashier's Orders at the time of giving instructions to the Bank and the Bank's issuance of the Cashier's Orders. The Bank is entitled not to execute any instruction if it determines in its sole discretion, at the time it receives the instruction, that there are insufficient funds in the Designated Account for paying the Cashier's Orders specified in the instruction. Where the available funds in the Designated Account are sufficient to pay some but not all of the Cashier's Orders specified in a batch of instructions, the Bank has the right not to execute the entire batch of instructions without liability on the Bank's part. The Bank is entitled to debit from the Designated Account any charges payable by the Customer to the Bank in relation to the Designated Account having insufficient funds.

(iv) Outsourcing of Printing Service

- (1) The Customer directs and authorises the Bank:
  - (A) at its sole discretion, to outsource the Printing Service (or part of it) to any one or more persons (whether any Bank Group Member or not) as Printer for performing the Printing Service; and

- (B) to enter into agreement with each Printer in relation to the outsourced Printing Service on such terms as the Bank may consider appropriate.
- (2) The Customer irrevocably authorises the Bank to send or disclose to any Printer from time to time any or all of the following information to enable the Printer to perform the Printing Service outsourced to it:
  - (A) information specified in an instruction from the Customer for printing and issuing Cashier's Orders;
  - (B) information relating to the Customer;
  - (C) information relating to any transaction underlying the instruction or the Cashier's Order; and
  - (D) information relating to any service provided by the Bank to the Customer.
- (3) The Bank's sole responsibility with respect to the Printing Service is to dispatch the Customer's instructions to the Printer. The Bank is not responsible for the performance of the Printing Service by the Printer, or any act, error or omission of the Printer or its employees. The Bank is not liable for any loss or damage which the Customer may incur or suffer arising from or in connection with any or all of the following matters:
  - (A) the quality or accuracy in the particulars of any Cashier's Order, envelope or other materials printed by the Printer;
  - (B) the breakdown, failure or delay in performing the Printing Service; and
  - (C) the error, negligence or wilful misconduct of the Printer or its employees, including the loss or misuse of any blank or pre-printed Cashier's Order form or envelope provided to the Printer, or the loss or mis-delivery of any printed Cashier's Order.
- (v) Stop payment of Cashier's Order (including expired Cashier's Order)
  - (1) This paragraph (v) shall not limit or reduce the effect of any other provision in these Terms.
  - (2) After the Bank has executed the Customer's instruction in printing and issuing a Cashier's Order, if the Bank receives a request from the Customer through such means as prescribed or accepted by the Bank from time to time, the Bank may (but is not obliged to) make

reasonably practicable attempt to stop payment of the Cashier's Order. The Bank is not liable for any failure or delay in stopping payment. A request from the Customer to stop payment of a Cashier's Order and any subsequent refund of the amount of the Cashier's Order to the Customer are subject to all of the following conditions being satisfied:

- (A) the procedures prescribed by the Bank have been complied with;
  - (B) the evidence in form and substance satisfactory to the Bank has been produced;
  - (C) the original of the Cashier's Order has been returned and/or a written indemnity in form and substance satisfactory to the Bank has been executed in its favour by the Customer;
  - (D) the Cashier's Order has not been presented for payment and has not been cleared;
  - (E) the Customer has paid all costs, charges and expenses (whether legal, administrative or any other nature) which the Bank may incur or prescribe for arranging stop payment; and
  - (F) any other condition which the Bank considers appropriate.
- (3) A Cashier's Order issued by the Bank on behalf of the Customer which is not presented for payment within 180 calendar days from the date of the Cashier's Order shall be regarded as expired and automatically cancelled. The Bank is under no further obligation to pay that Cashier's Order and is not liable for non-payment. Any refund of the amount of an expired Cashier's Order is subject to all of the conditions set out in paragraph (v)(2) above being satisfied.
- (4) The Customer shall indemnify the Bank against any claim, liability, loss or expense arising from or in connection with stopping payment of any Cashier's Order pursuant to the Customer's request or refusing any payment of any expired Cashier's Order.
- (5) The Bank is not liable for any loss or damage which the Customer may incur or suffer arising from or in connection with any failure or delay in stopping payment of any Cashier's Order or making any refund.
- (6) If the Bank decides to refund the amount of a Cashier's Order to the Customer, the Bank will make the refund as soon as reasonably practicable. The Bank has the right to credit the refund amount to the Designated Account and effect the necessary currency conversion for that purpose.

(vi) Cancellation of printing instruction

- (1) This paragraph (vi) shall not limit or reduce the effect of any other provision in these Terms.
- (2) Where the Designated Account has been debited with the aggregated amount of the Cashier's Orders specified in a batch in instructions but before the Cashier's Orders have been printed, the Customer may give instruction to cancel the printing order for that batch of Cashier's Orders through such means as prescribed or accepted by the Bank from time to time. The Bank may (but is not obliged to) make reasonably practicable attempt to cancel the printing order. The Bank is not liable for any failure or delay in cancelling the printing order. The Customer's instruction to cancel the printing order and any subsequent refund of the amount of the Cashier's Orders to the Customer are subject to all of the following conditions being satisfied:
  - (A) the procedures prescribed by the Bank have been complied with;
  - (B) the Cashier's Orders have not been printed;
  - (C) the Customer has paid all costs, charges and expenses (whether legal, administrative or any other nature) which the Bank may incur or prescribe for arranging cancelling of the printing order; and
  - (D) any other condition which the Bank considers appropriate.
- (3) The Bank is not liable for any loss or damage which the Customer may incur or suffer arising from or in connection with any failure or delay in cancelling the printing order for the Cashier's Orders or making any refund.
- (4) If the Bank decides to refund the amount of the Cashier's Orders to the Customer, the Bank will make the refund as soon as reasonably practicable. The Bank has the right to credit the refund amount to the Designated Account and effect the necessary currency conversion for that purpose.

(vii) Limitation of liability

- (1) This paragraph (vii) shall not limit or reduce the effect of any other provision in these Terms.
- (2) The Customer expressly agrees and confirms that:

- (A) The Customer is solely responsible for ensuring the accuracy, adequacy, clarity and completeness of each instruction given by the Customer to the Bank. Neither the Bank nor the Printer is under any duty to verify the accuracy, adequacy, clarity and completeness of any instruction. Neither the Bank nor the Printer is liable for any loss or damage which the Customer may incur or suffer arising from or in connection with any inaccurate, inadequate, unclear or incomplete instruction given by the Customer.
  - (B) The Bank is not liable for any error in any printed Cashier's Order or any failure or delay of the Printer in printing or delivering any Cashier's Order arising from or in connection with any inaccurate, inadequate, unclear or incomplete instruction given by the Customer.
  - (C) The Bank is not liable for acting in accordance with the Customer's instructions.
  - (D) The Customer accepts all risks arising from or associated with the delivery of any Cashier's Order by courier or mail and irrevocably waives all claims which the Customer may have against the Bank, including any failure or delay in delivering any Cashier's Order or any loss or misplacement of any Cashier's Order.
- (3) In any case, the Bank's liability to the Customer for any claim in connection with the Bank's performance of its obligations under this Clause 3.6(a) shall be limited to the amount of the service charges received by the Bank for providing the service giving rise to the claim.

(b) Local Listed Company Dividend Payment Service

- (i) The Bank may provide Local Listed Company Dividend Payment Service to the Customer, and set and vary the details and procedures for providing such service as it considers appropriate. In order to use the Local Listed Company Dividend Payment Service, the Customer must be a company the shares of which are listed on the local stock exchange. The Local Listed Company Dividend Payment Service facilitates the Customer in paying dividends to the Shareholders. The Customer authorises and instructs the Bank to provide the Local Listed Company Dividend Payment Service in the manner set out in this Clause 3.6(b).
- (ii) The Customer's instructions
  - (1) The Customer directs and authorises the Bank to act on the instructions and information given to the Bank by the Customer or the Share Registrar from time to time for making dividend payments to the Shareholders. The instructions shall be given to



the Bank in accordance with the channels, requirements and specifications prescribed by the Bank. The instructions shall clearly set out the necessary information prescribed by the Bank including the name of each Shareholder to receive the dividend and the monetary amount payable to it.

- (2) The Bank shall make the dividend payments to the Shareholders through any reasonably appropriate method or channel (including autopay or cheque) from time to time agreed by the Bank with the Customer or the Share Registrar.
- (3) Any dividend payment effected by the Bank on the basis of the instructions given or purported to be given by the authorised signatory(ies) of the Customer and/or the Share Registrar pursuant to this Clause 3.6(b) shall be binding on the Customer, whether such instructions are made with or without the authority, knowledge or consent of the Customer.
- (4) The Bank has sole discretion whether or not to accept instructions given by the Customer or the Share Registrar via facsimile or electronic mail ("email"). If the Bank accepts instructions given via facsimile or email, the Customer irrevocably agrees that:
  - (A) All such instructions must be given in accordance with the service arrangement as agreed and amended by the Bank from time to time and in the form prescribed or permitted by the Bank, and must be sent to the facsimile number or email address designated by the Bank from time to time.
  - (B) The Customer shall ensure that the original of such instructions are sent to the Bank within one business day (or such other period as agreed and notified by the Bank to the Customer from time to time), clearly and unequivocally specifying the date of the facsimile or email transmission to the Bank. For the avoidance of doubt, even if the Bank does not receive the original instructions or even if the original instructions differ from the instructions received by the Bank through facsimile or email, the validity of the facsimile or email instructions and the dividend payments made by the Bank pursuant to them shall not be affected in any way.
  - (C) All instructions given or purportedly given by the Customer and/or the Share Registrar via the facsimile or email are binding on the Customer. The Bank is not under any duty to authenticate any such instructions or to verify the identity of any person giving such instructions. The Bank is entitled to rely and act on such instructions which the Bank in good faith believes to be genuine, and is not liable for any losses, damages, costs or expenses which Customer may suffer or incur as a result.

(D) The Bank may, in its discretion, refuse to act on any such instructions and may require written confirmation from the Customer before acting on such instructions.

(5) The Customer understands and confirms that the Bank may prescribe expiry date for a cheque issued by the Bank to a Shareholder for making dividend payment. The Bank is entitled (but not obliged) to refuse to pay any cheque which is expired. The Bank is not required to do anything pending settlement of the unclaimed dividends unless the Bank receives instruction from the Customer or the authorised Share Registrar.

(iii) Dividend Account

(1) The Customer shall open and maintain one or more Dividend Accounts for making dividend payments to the Shareholders from time to time. The Customer shall not use any Dividend Account for any purpose other than making dividend payments to the Shareholders and/or any related purposes.

(2) The Customer directs and authorises the Bank to debit the Dividend Accounts for making dividend payments to the Shareholders in accordance with the instructions of the Customer and/or the Share Registrar from time to time.

(3) The Customer shall procure that there are sufficient immediately available funds in the relevant Dividend Account for making dividend payments. The Bank is entitled not to execute any instruction for making dividend payments if there are insufficient funds in the relevant Dividend Account without liability on the Bank's part.

(iv) Dividend Payment Report

(1) This paragraph (iv) applies if the Bank provides the Customer with the Dividend Payment Reports and the related service.

(2) The Bank has sole discretion to decide all of the following matters in relation to the service from time to time:

(A) the contents and format of a Dividend Payment Report, including the information and data to be set out in it;

(B) the time and frequency for providing the Dividend Payment Report; and

(C) (the method for providing the Dividend Payment Report, including by hardcopy, facsimile, email or other electronic means.

- (3) The Customer shall and shall ensure the Share Registrar (i) keep proper and complete records, documents, data and materials relating to the dividend payments to the Shareholders, including the instructions given to the Bank and the particulars of the cheques or other form of payment made by the Bank to the Shareholders, and (ii) provide such records, documents, data and materials to the Bank upon the Bank's request. The Customer accepts that the Bank prepares the Dividend Payment Reports based on the information provided by the Customer and/or the Share Registrar to the Bank. The Bank is not liable for and does not guarantee the accuracy, completeness and relevance of the Dividend Payment Reports, whether to the Customer or any other person.
  - (4) The Customer is responsible for examining each Dividend Payment Report and shall notify the Bank within three business days after the date of the Dividend Payment Report any irregularities it discovers. If the Bank does not receive any notification from the Customer in such three-day period, the Dividend Payment Report shall be final and conclusive against the Customer save for any manifest error.
- (v) Other obligations of the Customer
  - (1) The Customer shall and shall ensure the Share Registrar (i) provide the Bank with such information and materials relating to the Customer, the Share Registrar and/or any arrangement which the Bank may reasonably require for the performance of the Local Listed Company Dividend Payment Service, and (ii) inform the Bank of any updates, amendments or changes of such information or arrangement as soon as reasonably practicable.
  - (2) The Customer directs and authorises the Bank to provide the Share Registrar with any information relating to the Customer and the Shareholders for the performance of the Local Listed Company Dividend Payment Service.
  - (3) The Customer warrants and undertakes to the Bank that all dividend payments which the Bank is instructed to make to the Shareholders under this Clause 3.6(b) comply with all Regulatory Requirements.
- (vi) Limitation of liability
  - (1) This paragraph (vi) shall not limit or reduce the effect of any other provision in these Terms.
  - (2) The Customer expressly agrees and confirms that:

- (A) The Customer is solely responsible for ensuring the accuracy, adequacy, clarity and completeness of each instruction given by the Customer and/or the Share Registrar to the Bank. The Bank is not under any duty to verify the accuracy, adequacy, clarity and completeness of any instruction.
- (B) The Share Registrar acts on behalf of the Customer. The Bank is not liable for any act or omission of the Share Registrar or its employees.

(vii) Disclaimers

Without restricting or reducing the effect of any other disclaimer applicable to the Cash Management Services:

- (1) The Bank's providing the Local Listed Company Dividend Payment Service to the Customer does not constitute any agreement or undertaking between the Bank and any Shareholder. The Bank reserves the right to decide in its sole discretion whether or not to accept any instruction of the Share Registrar and/or the Customer to make dividend payment intended by the Customer to any Shareholder. The Customer shall not inform or give any impression to any Shareholder or prospective Shareholder that the Bank is in any way involved in the business or affairs of the Customer, and shall not permit or suffer such statement or impression to be given.
- (2) The Customer is responsible for resolving any dispute relating to the underlying transaction between the Customer, the Share Registrar and/or any Shareholder. The Bank is not liable to the Customer, the Share Registrar, any Shareholder or any other person for any losses or damages of any kind that it may incur or suffer in connection with the Bank's providing the Local Listed Company Dividend Payment Service to the Customer, unless due to the wilful misconduct or gross negligence of the Bank or its officers or employees.

#### **4. Instructions**

- 4.1 The Customer shall send instructions relating to the Payment Services to the Bank through the Corporate Electronic Channels, or such other channels or in such manner as the Bank may specify from time to time. The Customer shall follow the Bank's requirements and procedures (as amended from time to time) for sending instructions, including the format and contents of the instructions, and the security procedures and other specifications for sending instructions. The Bank reserves the right to refuse to act on any instruction which does not comply the Bank's requirements or where the Bank considers appropriate.
- 4.2 By sending an instruction to the Bank, the Customer is regarded to have confirmed that all information set out in the instruction is true and complete. The Customer authorises

the Bank to act on the instruction even if it is inconsistent with other instructions received by the Bank. The Bank is not under any duty to verify the accuracy, adequacy and completeness of an instruction.

- 4.3 The Bank is entitled (but not obliged) to act on any instruction at its discretion and without liability to the Customer even if the instruction does not contain all of the information required. The instruction, as understood and acted on by the Bank in good faith, and the resulting Transactions and consequences shall be binding on the Customer.
- 4.4 Once given, an instruction is irrevocable without the written consent of the Bank. If requested by the Customer, the Bank may (but is not obliged to) cancel or stop processing an instruction received by the Bank. The Customer shall pay all costs, charges and expenses (whether legal, administrative or any other nature) which the Bank may incur or prescribe for arranging cancellation or termination of any instruction. In any case, the Bank is not liable for any failure or delay in cancelling or terminating any instruction.
- 4.5 The Bank is not under any obligation to accept or act on any instruction (i) that is received by the Bank after the daily cut-off time specified by the Bank on a business day or that is received on a day which is not a business day; or (ii) that would cause a breach of any existing agreement between the Bank and the Customer.
- 4.6 The Bank is entitled to refuse to act on any instruction if, in the Bank's opinion and sole discretion, there is valid reason or reasonable ground to refuse to act. If permitted by Regulatory Requirements, the Bank will notify the Customer as soon as reasonably practicable if the Bank decides, for any reason, not to act on an instruction from the Customer.
- 4.7 Where the Customer gives the Bank at least 14 Business Days' prior written notice of any change of any part(s) of the instruction given by the Customer to the Bank for performance of the instruction, the Bank may at its absolute discretion (but is not obliged to) try to act on the instruction in accordance with the changed information, but shall have no liability for any failure to do so. Further, upon the Bank's demand, the Customer shall be responsible for any costs the Bank incurs or any charges the Bank imposes as a result.
- 4.8 The Bank's record of each instruction or other communication with the Customer shall be conclusive evidence of whether the Bank has received the instruction or not, or the contents of the instruction or communication received by the Bank, save for any manifest error.

## **5. Personal Data and Confidentiality**

- 5.1 In using the Payment Services, the Customer shall comply with all Regulatory Requirements relating to protection of personal data that are applicable to the Customer from time to time.
- 5.2 The Customer warrants and undertakes to the Bank that any personal data provided, transferred or disclosed by the Customer (or by any other person on behalf of the

Customer) to the Bank is provided, transferred or disclosed with any requisite consent of the individuals in question in compliance with the Regulatory Requirements, including the consent for processing or holding any such personal data in or outside of the Service Jurisdiction.

## **6. Bank Charges**

- 6.1 The Bank may from time to time impose charges on the Customer for providing the Payment Services, by giving prior notice to the Customer. Unless otherwise stated, the charges are due and payable on demand.
- 6.2 The Customer authorises the Bank to debit any charges payable to the Bank to any Payment Account or any other account maintained by the Customer with the Bank, without prior notice to the Customer. The Bank may also prescribe and require the Customer to pay charges in any other manner, including making payment at branch counter.
- 6.3 Without restricting or reducing the effect of Clause 6.1, the Bank has the right to impose additional charges if the Bank is required to perform any other act or thing in relation to the Payment Services that are not expressly specified in these Terms. The Bank will give prior notice to the Customer and the additional charges will be an amount that the Bank considers appropriate to cover the costs and expenses to be incurred by the Bank in performing such act or thing.

## **7. Disclaimers**

Without restricting or reducing the effect of any other disclaimer applicable to the Cash Management Services:

- (a) The Bank's providing the Payment Services to the Customer does not constitute any agreement or undertaking between the Bank and any payee. The Customer shall not inform or give any impression to any payee that the Bank is in any way involved in the business or affairs of the Customer, and shall not permit or suffer such statement or impression to be given.
- (b) The Customer is responsible for resolving any dispute relating to the underlying transaction with the payee. The Bank is not liable to the Customer, any payee or any other person for any losses or damages of any kind that it may incur or suffer in connection with the Bank's processing the payment or providing the Payment Services to the Customer, unless due to the wilful misconduct or gross negligence of the Bank or its officers or employees.

## Schedule

### Service Jurisdiction Addendum – Malaysia

#### 1. **Applicability**

This Service Jurisdiction Addendum applies to the Payment Services provided by the following Bank to the Customer from time to time:

Name of Bank: Bank of China (Malaysia) Berhad  
Registration No.: 200001008645 (511251-V)

Address of registered office: Second Floor, Plaza OSK, Jalan Ampang, Kuala Lumpur 50450 Wilayah Persekutuan, Malaysia.

#### 2. **Definitions**

In this Service Jurisdiction Addendum:

"**AMLA**" means Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and includes any amendment, consolidation or re-enactment from time to time;

"**BNM**" means Bank Negara Malaysia, the Central Bank of Malaysia;

"**BNM's Policy Document**" means the Policy Document on Outsourcing issued by the BNM on 23 October 2019 and any other relevant policy documents, circulars, directives and/or guidelines issued by the BNM from time to time;

"**FSA**" means Financial Services Act 2013 and includes any amendment, consolidation or re-enactment from time to time;

"**Malaysia Banking Regulations**" means any law, ordinance, decree, circular, rule, guideline, policy, procedure, direction, request, condition or restriction issued by relevant competent authorities of Malaysia regulating banking activities and includes any amendment, consolidation or re-enactment from time to time; and

"**PDPA**" means Personal Data Protection Act 2010 and includes any amendment, consolidation or re-enactment from time to time.

#### 3. **Order of Precedence**

In this Service Jurisdiction Addendum, in the event of any inconsistency or conflict, the following terms and conditions shall prevail over the Terms and Conditions for Payment Services.

#### **4. Language**

The English version of these Terms is the governing version. The Chinese and/or Malay versions are for reference only. If there is any inconsistency between the English and any other versions, the English version shall prevail for all purposes.

#### **5. Amendments to these Terms**

5.1 Clause 3.6(a) be removed entirely.

5.2 Clause 3.6(b) be removed entirely.

5.3 Clause 4.7 be amended to read as follows:

"Where the Customer gives the Bank at least 14 business days' prior written notice of any change of any part(s) of the instruction given by the Customer to the Bank for performance of the instruction, the Bank may at its absolute discretion (but is not obliged to) try to act on the instruction in accordance with the changed information, but shall have no liability for any failure to do so. Further, upon the Bank's demand, the Customer shall be responsible for any costs the Bank incurs or any charges the Bank imposes as a result."

5.4 The following clause is inserted as a new Clause 8:

#### **"8. Anti-Money Laundering**

8.1 The Customer shall not use the Payment Services for money laundering or violate any laws relating to money laundering as defined under the AMLA and shall ensure that all monies involved in the Payment Services shall come from a lawful source of activity and not unlawful activities, as defined under the AMLA.

8.2 The Customer shall disclose any information as the Bank may require from time to time for the purposes of verifying the information provided by the Customer which copies may thereafter be retained by the Bank and shall furnish any documents deemed necessary to the satisfaction of the Bank in a timely manner within the period specified by the Bank, for the purposes of complying with laws, rules, regulations, directives and guidelines of BNM and/or given, made or established by the Customer.

8.3 The Customer shall notify the Bank if the Customer is an intermediary for other persons and upon notification, the Bank may require:

- (a) the Customer to provide verification of the identity of the beneficiary and such other information as the Bank may require, including but not limited to certified true copies of any authorisation to act or documents that may be required for the purposes of verifying the information provided by the Customer which copies may thereafter be retained by the Bank; and



- (b) the Customer to declare and certify that the necessary "know your customer" checks have been conducted including but not limited to the identity, existence, address and nature of the business of the beneficiary, it being confirmed by the Customer that the monies, funds or collateral are from a lawful source of activity and not from an unlawful activity as defined under the AMLA.
- 8.4 The Bank shall not be obliged to proceed with any transactions or disbursements nor accept any monies, funds or collateral ("**Assets**") pending receipt of information from the Customer and until received and verified thereof to the satisfaction of the Bank and/or the relevant authorities.
- 8.5 In relation to Assets already in the possession of the Bank, the Customer hereby authorises the Bank to retain the Assets for the time being until the Bank receives satisfactory clearance from the relevant authorities.
- 8.6 The Customer acknowledges that the Bank is required, in compliance with the obligations set out in the relevant Malaysia Banking Regulations in particular, the BNM's Policy Document on Anti-Money Laundering and Counter Financing of Terrorism (AML/CFT)-Banking and Deposit-Taking Institutions (Sector 1), to conduct due diligence on the Customer and the Authorised Signatory when:
  - (a) establishing business relations;
  - (b) providing money changing and wholesale currency business for transactions involving an amount equivalent to RM3,000 and above;
  - (c) providing wire transfer services;
  - (d) carrying out occasional transactions involving an amount equivalent to RM50,000 and above, including in situations where the transaction is carried out in a single transaction or several transactions in a day that appear to be linked;
  - (e) carrying out cash transactions involving an amount equivalent to RM50,000 and above;
  - (f) it has any suspicion of money laundering and terrorism financing, regardless of amount; or
  - (g) it has any doubt about the veracity or adequacy of previously obtained information.
- 8.7 In the absence of any finally and judicially determined gross negligence, wilful misconduct, fraud or wilful default on part of the Bank, the Bank shall not be liable for any direct, indirect, consequential or any losses whatsoever or howsoever arising or by reason of the Bank's exercise of its duties under the laws for the time being in force, in particular but not limited to its statutory duties under AMLA."