

Bank of China (Malaysia) iGTB Services

TERMS AND CONDITIONS FOR RECEIVABLE COLLECTION SERVICES

1. Scope of Application

- 1.1 These Terms apply to the Receivable Collection Services. The Receivable Collection 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 Receivable Collection 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:

"Autopay-in Collection Service" means any and all of the services which may be provided by the Bank from time to time pursuant to Clause 3.2(e) and the respective Schedules applicable to the Service Jurisdictions;

"Cash Collection Service" means any and all of the services which may be provided by the Bank from time to time pursuant to Clause 3.2(b) and the respective Schedules applicable to the Service Jurisdictions;

"Cheque" means a cheque or cashier's order in paper or physical form;

"Cheque and Document Collection Service" means any and all of the services which may be provided by the Bank from time to time pursuant to Clause 3.2(c) and the respective Schedules applicable to the Service Jurisdictions;

"Cheque Deposit Machine" means a paper cheque deposit machine provided by the Bank and any bank in the Participating Bank Group;

"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;

"Corporate Internet Banking" means the corporate internet banking services provided by the Bank to commercial banking customers from time to time;

"Courier Service" means any courier service engaged by the Bank or (if agreed by the Bank) by the Customer to deliver cheques and documents from the Customer to the Bank for the purpose of the Cheque and Document Collection Service;

"Courier" means, with respect to a Courier Service, the provider of that Courier Service;

"Customer's Designated Account" means each account maintained by the Customer with the Bank and designated by or for the Customer or by the Security Company for and on behalf of the Customer, and in each case approved by the Bank for the purpose of the Cash Collection Service;

"Data File" means any data file, statement and/or report which is provided by the Bank to the Customer containing data or information relating to payment transactions processed through any Receivable Collection Services;

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

"Identifier" means a sign, mark or code designated by the Customer and approved by the Bank for the purpose of identifying the Customer and its Receiving Accounts in relation to the Cheque Deposit Machine Service, e-Drop Box Bill Payment Service and/or any other Payment Collection Service;

"Master Accounts" means any and all of the accounts maintained by the Customer with the Bank and designated by the Customer and approved by the Bank for receiving payments from Payers through the Sub-account Collection Service;

"Participating Bank Group" means the Bank Group Members which participate in the Sub-account Collection Service, as communicated to the Customer from time to time;

"Payer" means any person who makes payments to the Customer from time to time through any of the Receivable Collection Services;

"Payment Collection Service" means any and all of the services which may be provided by the Bank from time to time pursuant to Clause 3.2(a) and the respective Schedules applicable to the Service Jurisdictions;

"Receivable Collection Services" means any and all of the services which may be provided by the Bank from time to time pursuant to Clause 3;

"Receiving Account" means each account maintained by the Customer with the Bank and designated by the Customer and approved by the Bank for receiving payments through the Receivable Collection Services;

"Reference Number" means a reference number prescribed by the Customer to a Payer and approved by the Bank for identifying payments made by the Payer through the Receivable Collection Services;

"Retail Outlet" means each retail outlet designated by the Bank at which the Payment Collection Service via Retail Outlets is available;

"Security Company" means the security company duly authorised by the Customer for handling the funds and performing the activities for the purpose of the Cash Collection Service;

"Sign" means a sign, mark or code designated by the Customer and approved by the Bank for the purpose of identifying the Customer and its Receiving Accounts for receiving payments through the Receivable Collection Services;

"Sub-account Collection Service" means any and all of the services which may be provided by the Bank from time to time pursuant to Clause 3.2(d) and the respective Schedules applicable to the Service Jurisdictions;

"Sub-accounts" means any and all of the sub-accounts maintained by the Customer with the Bank for the purpose of the Sub-account Collection Service;

"Transaction Day" and "Transaction Hours" are defined in the respective Schedules applicable to the Service Jurisdictions; and

"Vault" means the vault of the Bank.

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. **Receivable Collection Services**

3.1 General

(a) The Bank may provide the Receivable Collection Services to the Customer for collecting payments and documents from time to time subject to these Terms. The Bank has the right to set and vary the types and details of the Receivable Collection Services, the eligibility criteria and the application procedures for the Receivable Collection Services.

(b) The Bank may provide the Receivable Collection Services by itself or with or through any other Bank Group Member. In providing the Receivable Collection Services, the Bank or the applicable Bank Group Member has the following rights:

(i) to set and vary the business or daily hours in which each of the Receivable Collection Services is available;

(ii) 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;

- (iii) to set and vary the manner, channels, means, procedures and other details or arrangements for making or collecting payments using the Receivable Collection Services;
- (iv) to effect or arrange for the payment from a Payer into a Receiving Account without enquiring or verifying the identity of the Payer, the Reference Number provided by the Payer, or the purpose of the payment;
- (v) to require a Payer, at the time it makes the payment, to provide such information and in such manner as the Bank may prescribe from time to time, including the amount of the payment, the Reference Number, and the number or other particulars identifying the Receiving Account to which the payment should be credited;
- (vi) to effect a payment from a Payer to the Receiving Account identified by the Payer by any applicable Sign or Identifier or any other particulars acceptable to the Bank. Where a Receiving Account is allowed to be represented by one or more Signs or Identifiers, the Customer expressly authorises the Bank to effect a payment to the Receiving Account identified by the Payer by an applicable Sign or Identifier. The Customer agrees that the Bank owes no duty to the Customer or the Payer to verify whether the Receiving Account identified by the Sign or Identifier is the account agreed or intended by the Customer and the Payer for the payment;
- (vii) to credit a payment into the Receiving Account only after the Bank is satisfied that it has actually received the amount of the payment from the Payer in immediately available funds, and that the Payer has specified a valid Receiving Account for the payment. The Bank's decision on the aforesaid matters shall be conclusive and binding on the Customer;
- (viii) to set the time or day when payments made by the Payer will become available to the Customer, and the time or day when the funds from the payment will start to accrue interest (only applicable where the Receiving Account is an interest-bearing account). The Customer may usually be able to use the funds immediately after they are paid into the Receiving Account whereas the funds paid into a Receiving Account after the normal banking or Transaction Hours of a business day will accrue interest starting from the next business day;
- (ix) to prescribe in its sole discretion the manner in which a Payer may make payment to any Receiving Account and to reject any payment request from a Payer or its representative (including where the Bank is not satisfied that the relevant Receiving Account has been clearly identified by the Payer);
- (x) to vary the manner or the procedure for allowing a Payer to make payment under the Payment Collection Service without prior notice to the Customer;

- (xi) to make any refund to a Payer without prior notice to the Customer;
 - (xii) to reverse any payment and the related entry in the Receiving Account as a result of incorrect credit due to mechanical, system or other error of the Bank or any other person; and
 - (xiii) to specify any related or additional functions and services which may be made available to the Customer, including the image files or data files of the payments and transactions handled and/or refused, the eligibility criteria for using them, and the application procedures, and the availability of image files or data files shall be subject to the provisions of these Terms relating to Data Files (including the Customer's obligation to check for any irregularities).
- (c) The Receivable Collection Services available may vary amongst the Service Jurisdictions. Additional terms and conditions which apply to any particular type of Receivable Collection Services or any particular Service Jurisdiction are set out in the Schedules respectively.
- (d) (i) The Customer shall designate one or more Receiving Accounts with the approval of the Bank in order to use the Receivable Collection Services.
- (ii) Each Receiving 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 Receiving Accounts are concerned.
- (e) (i) All payments to the Customer (whether by cheque, fund transfer or any other manner) that are processed by the Bank through the Receivable Collection Services are subject to clearance and settlement. The Bank has no obligation to make the proceeds of a payment available to the Customer until the Bank is satisfied that the payment has been duly cleared and settled.
- (ii) If a payment is not cleared or settled for any reason, the Bank has the right to reverse the payment in any manner as it considers appropriate, including debiting the Receiving Account or any other account of the Customer with the amount representing the full value of the payment and (if applicable) all interest accrued.
- (iii) The Bank is entitled to treat a payment as uncleared or unsettled if the Bank does not receive value in immediately available funds within such period prescribed by the Bank (or such other period agreed by the Bank and the Customer) from the Bank's receipt of the payment. All charges and expenses incurred by the Bank (including exchange rate differences, if applicable) shall be borne by the Customer.

3.2 Regional Receivable Collection Services

This Clause 3.2 applies to the Receivable Collection Services which may be provided in the respective Service Jurisdictions.

(a) Payment Collection Service

- (i) The Bank may provide Payment Collection Service at counters, at Cheque Deposit Machines, via Retail Outlets, via internet banking or in such other manner from time to time.
- (ii) The Bank may set and vary the details and procedures for providing any Payment Collection Service as it considers appropriate, including any and all of the following:
 - (1) the locations (including the counters, offices and branches of the Bank, the Cheque Deposit Machines and the Retail Outlets) where the Payment Collection Service is provided;
 - (2) the means, channels, equipment or device through which a Payer may make payments to the Customer, including the types of bills or payment cards that are accepted by the Payment Collection Service;
 - (3) the types of accounts from which a Payer may transfer funds to the Receiving Account, and any request for transferring funds from an account maintained by the Payer with a financial institution other than a Bank Group Member shall be subject to prior approval which may be given (with or without conditions) or declined by the Bank in its sole discretion;
 - (4) the forms, information and documents to be completed or provided by a Payer for making payment;
 - (5) whether to allow a Receiving Account to be represented by one or more Signs or Identifiers, or by the name of the Receiving Account; and
 - (6) any related or additional function or service which may be provided, including the image files or data files of the Cheques handled or rejected through the Cheque Deposit Machine Service, the eligibility criteria for using them, and the application procedures.
- (iii) The Bank reserves the right not to accept any payment or Cheque deposited through the Payment Collection Service for any reason, including if the account name does not match the account number of the Receiving Account provided by the Payer. For the avoidance of doubt, the Bank has no obligation to verify the account name against the account number of the Receiving Account provided by the Payer.

- (iv) Unless caused by the wilful misconduct or gross negligence of the Bank or any of its officers or employees, the Bank shall not be liable to the Customer, the Payer or any other person for any failure or delay in processing any payment or Cheque deposited through the Payment Collection Service or for any losses or damages of any kind that it may incur or suffer in connection with such failure or delay. For the avoidance of doubt, the Bank shall not be liable for any failure or delay arising from or in connection with any circumstances which are beyond its control.

- (v) The following provisions apply to the Payment Collection Service via Retail Outlets:
 - (1) The Customer authorises each Retail Outlet to collect cash payment from the Payers upon presentation of a bill issued by the Customer.
 - (2) Each cash payment to be made by a Payer in respect of a bill shall not exceed an amount set by the Bank from time to time.
 - (3) A Retail Outlet may cancel a cash payment at the Payer's request immediately after the payment transaction is completed, even if the Retail Outlet has issued a receipt for the payment.
 - (4) Upon receiving from the Retail Outlets the proceeds of the cash payments collected by the Retail Outlets for the Customer on each Transaction Day, the Bank has the right to deduct from the proceeds the fees and charges payable by the Customer to the Bank in connection with the Payment Collection Service via Retail Outlets. The Bank will then credit the balance of the proceeds to the Receiving Account. The Customer expressly authorises the Bank to debit the relevant fees and charges from the Receiving Account or any other account maintained by the Customer with the Bank if the amount of proceeds is less than the amount the relevant fees and charges.
 - (5) The Customer shall pay the Bank a minimum monthly fee of such amount as the Bank may specify from time to time in connection with the Payment Collection Service via Retail Outlets. If the total amount of the fees and charges debited by the Bank during the relevant calendar month is less than the minimum monthly fee specified by the Bank, the Bank has the right and the Customer expressly authorises the Bank to debit the shortfall from any Receiving Account or any other account maintained by the Customer with the Bank, on the first business day of the immediately following calendar month or on such other day as the Bank may specify from time to time.
 - (6) The Customer shall at its own cost and expense ensure that all bills and/or payment cards issued by it to the Payers are in the

form pre-agreed with the Retail Outlets and the Bank, including incorporating a barcode containing the information which is capable of being processed by the scanners or other equipment or devices used by the Retail Outlets.

- (7) The Customer shall use its best endeavours to inform a Payer that the Payer should, and to ensure that the Payer will, present a bill or payment card issued by the Customer in the pre-agreed form to the Retail Outlet when making payment. The Retail Outlet has the right to reject the payment if the Payer does not present a bill or payment card in the pre-agreed form.
- (8) The Customer shall advise a Payer to keep the original receipt issued by the Retail Outlet as evidence of payment and that, in case of any dispute on whether a payment has been made or the particulars of the payment, the original receipt issued by the Retail Outlet shall constitute conclusive evidence except for any manifest error and failure to produce the original receipt shall be taken to mean that the payment has not been made.
- (9) The Customer shall at its own cost and expense handle all enquiries, complaints and disputes made by any Payer or client of the Customer regarding the underlying transaction for which payment is made through the Payment Collection Service via Retail Outlets. The Customer shall advise its Payers and clients to contact the Customer directly in such cases.
- (10) Any promotional materials prepared by the Customer which refers to the Payment Collection Service via Retail Outlets or the Retail Outlets must be approved by the Bank and the Retail Outlets before use.
- (11) The Customer shall comply with all applicable requirements relating to personal data protection, including taking the necessary steps to permit the Bank and the Retail Outlets to use and disclose the personal data relating to the Payers and clients of the Customer and other individuals in order to effect the payment transactions through the Payment Collection Service via Retail Outlets.
- (12) The Bank has no liability to the Customer or any Payer or client of the Customer for any of the following:
 - (A) any matter relating to the underlying transaction for which payment is made through the Payment Collection Service via Retail Outlets, including whether or not that transaction is performed and the quality of performance by the Customer;

- (B) any suspension, interruption or withdrawal of (1) the Payment Collection Service via Retail Outlets in full or in part or (2) any Retail Outlet or the services available at any Retail Outlet;
- (C) any act or omission of any Retail Outlet or its authorised persons, employees or representatives, including any dispute between any Retail Outlet and any Payer or client of the Customer; and
- (D) the insolvency of any Retail Outlet, or any failure or delay of any Retail Outlet in paying to the Bank the proceeds of payment transactions collected by the Retail Outlet for the Customer for any reason, or the Bank being required to set aside, reverse or return any amount received from the Retail Outlet due to its insolvency (whether actual or pending) or otherwise by operation of law.

(13) The Customer shall indemnify and hold the Bank harmless from and against all losses, damages, costs, claims or demands of any kind or nature arising from or in connection with the provision of the Payment Collection Service via Retail Outlets by the Bank to the Customer, including those relating to any dispute involving the Customer, any Payer or client of the Customer, or any Retail Outlet.

(14) Subject always to payment of the necessary fees or charges, the Customer may terminate the Payment Collection Service via Retail Outlets at any time by giving prior written notice to the Bank of such notice period as the Bank may reasonably prescribe.

(15) If any or all of the Retail Outlets are unwilling or cease to collect cash payments from the Payers through the Payment Collection Service via Retail Outlets, the Bank may at any time terminate the Payment Collection Service via Retail Outlets by notice in accordance with the termination provisions in the General Terms.

(16) Until the Payment Collection Service via Retail Outlets is terminated according to these Terms, the Customer agrees not to negotiate or enter into any agreement with any other person for providing or arranging for any service that is similar to the Payment Collection Service via Retail Outlets.

(b) Cash Collection Service

- (i) The Bank may provide Cash Collection Service to the Customer, and set and vary the details and procedures for providing such service as it considers appropriate.

- (ii) Before providing the Cash Collection Service, the Bank and the Security Company will have to enter into an agreement in form and substance satisfactory to the Bank, and the Security Company must have provided the Bank with all the documents and information as reasonably required by the Bank.
- (iii) The Customer authorises the Bank to process and confirm the amount of cash delivered by the Security Company and the Vault will receive the cash. The Bank will deposit the cash in the Customer's Designated Account or in any other account as agreed by the Customer and the Bank. If the Bank subsequently discovers any shortfall and/or counterfeit banknotes received from the Security Company, the Bank may at any time thereafter adjust the amount within the Customer's Designated Account or such other account, and notify the Customer accordingly.
- (iv) The Bank is not liable for any shortfall, discrepancies and/or any other disputes between the Customer and the Security Company with respect to any deposited amount. The Customer is solely responsible for resolving any question or dispute about the deposited amount with the Security Company directly.
- (v) The Bank has the right not to comply with a request or instruction whether given by the Customer or by the Security Company for and on behalf of the Customer having regard to the Regulatory Requirements.
- (vi) The Customer shall comply with any procedures, guidelines and user reference or manual (whether in paper or electronic form) published by the Bank in relation to the Cash Collection Service from time to time.
- (vii) The Customer shall inform the Bank by submitting the service amendment form, at the same time as the Customer informs the Security Company, if there are any updates, amendments or changes of the Customer's information and/or the arrangements for the Cash Collection Service (including the collection points and time schedule, collection account number, contact information, and other information relating to the Customer's company).
- (viii) The Customer authorises the Bank to do the following:
 - (1) require the Security Company to provide the Bank with the Customer's information and/or the arrangements for the Cash Collection Service as reasonably necessary for using the service (including the information set out in paragraph (vii) above);
 - (2) require the Security Company to inform the Bank of any updates, amendments or changes of the information and/or the arrangements in paragraph (viii)(1) above on a timely basis; and

- (3) provide the Security Company with the Customer's information as reasonably necessary for providing the Cash Collection Service to the Customer.

- (ix) The Customer authorises the Bank (but the Bank is not obliged) to accept and act on the instructions given by the authorised persons designated by the Security Company, in accordance with the agreement between the Bank and the Security Company. The Customer expressly agrees that:
 - (1) It is not practicable for the Bank to verify the signature(s) on the instructions of the Security Company. The Customer is fully aware of the risks of irregular or unauthorised instructions being given to the Bank. All instructions given or purportedly given by the Security Company are binding on the Customer and the Security Company. The Bank owes no obligation to the Customer and the Security Company to authenticate any such instructions or to verify the identity or signature of any person giving such instructions. The Bank is entitled to rely and act on the instructions which the Bank in good faith believes to be genuine, and the Bank is not liable for any losses, damages, costs or expenses which the Customer may incur or suffer as a result.
 - (2) Upon receipt of the instructions from the Security Company or its authorised persons, the Bank may at any time in its sole discretion (a) require the Customer and/or the Security Company to confirm in writing before executing such instructions and/or (b) refuse to execute the instructions without giving any reason or notice to the Customer or Security Company, in each case without being liable for any losses, damages, costs or expenses which the Customer may incur or suffer as a result.
 - (3) The Bank is not liable for any losses, damages, costs or expenses which the Customer may incur or suffer in connection with the Bank executing any instructions pursuant to this paragraph (ix). Such instructions and any resulting transactions effected by the Bank shall be binding on the Customer and the Security Company, whether such instructions are made with or without the authority, knowledge or consent of the Customer or the Security Company, and whether or not the Bank receives the written confirmation of the instructions from the Customer or the Security Company.

- (x) The Bank has no liability to the Customer for any of the following:
 - (1) any act or omission of the Security Company or its authorised persons, employees or representatives, including any dispute between the Customer and the Security Company; and
 - (2) the insolvency of the Security Company, or any failure or delay of the Security Company to perform its obligations to the Customer for any reason, or the Bank being required to set aside,

reverse or return any amount received from the Security Company due to its insolvency (whether actual or pending) or otherwise by operation of law.

- (xi) Unless caused by the wilful misconduct or gross negligence of the Bank or any of its officers or employees, the Bank shall not be liable to the Customer or the Security Company for any failure or delay in performing the Cash Collection Service or for any losses or damages of any kind that it may incur or suffer in connection with such failure or delay. For the avoidance of doubt, the Bank shall not be liable for any failure or delay arising from or in connection with any circumstances which are beyond its control.
 - (xii) The Customer shall indemnify and hold the Bank harmless from and against all losses, damages, costs, claims or demands of any kind or nature arising from or in connection with the provision of the Cash Collection Service by the Bank to the Customer, including those relating to any dispute involving the Customer and the Security Company.
- (c) Cheque and Document Collection Service
- (i) The Bank may provide Cheque and Document Collection Service to the Customer, and set and vary the details and procedures for providing such service as it considers appropriate, including any and all of the following:
 - (1) the types of cheques and documents which the Bank may accept for providing the Cheque and Document Collection Service, which may include bills, drafts, orders and other payment instrument; and
 - (2) the Couriers which are acceptable to the Bank to be engaged by the Customer itself.
 - (ii) The Cheque and Document Collection Service enables the Customer to deliver cheques and other documents acceptable to the Bank for processing. The Bank may engage one or more Courier Services on behalf of the Customer for the purpose of collecting the cheques and documents from the Customer's premises and delivering them to the offices, branches, collection or processing centres, or other locations designated by the Bank from time to time. The Customer authorises the Bank, at its sole discretion, to engage the Courier Services and enter into agreement with each Courier on behalf of the Customer on such terms as the Bank may consider appropriate.
 - (iii) Subject to the Bank's approval (including approving the Courier), the Customer may engage the Courier Service itself.
 - (iv) Where the Customer engages the Courier Service:

- (1) the Customer shall give the Bank written notice of such notice period as the Bank may reasonably prescribe prior to the proposed commencement date of the Cheque and Document Collection Service, setting out (I) the name and contact details of the Courier; and (II) the time and frequency of delivery of cheques and documents; and
 - (2) the Customer shall inform the Bank of any changes relating to the Courier or the Courier Service promptly in order to enable the Bank to make any corresponding adjustments or changes in relation to the Cheque and Document Collection Service.
- (v) Whether the Courier Service is engaged by the Customer or by the Bank on behalf of the Customer, the Customer shall:
- (1) abide by the daily collection times prescribed by the Bank from time to time for collecting the cheques and documents by the Courier, and ensure that the cheques and documents are ready for collection at the relevant times; and
 - (2) inform the Bank in writing the address of each of the locations from which the cheques and documents are to be collected, and give the Bank written notice of such notice period as the Bank may reasonably prescribe prior to any change to such locations. The Customer shall ensure that the addresses provided to the Bank are clear and correct. Neither the Bank nor any Courier shall be responsible for any failure or delay in collecting the cheques and documents as a result of any error, inaccuracy or ambiguity in the addresses provided by the Customer to the Bank.
- (vi) In using the Cheque and Document Collection Service, the Customer undertakes that:
- (1) each consignment or contents of any package collected by a Courier shall not include any item or material in breach of any Regulatory Requirement;
 - (2) each consignment or contents of any package collected by a Courier are not noxious, dangerous, hazardous, inflammable, explosive or likely to cause damage in any other manner; and
 - (3) the Customer shall declare in good faith the information and particulars relating to the items and materials contained in each consignment or package to be collected by a Courier, and shall use best endeavours to ensure that such information and particulars are true and accurate and are clearly recorded on the consignment note accompanying the consignment or package.
- (vii) The Customer confirms and agrees that:

- (1) The cheques and documents delivered through the Courier Service will only be regarded as received by the Bank after the Bank has actually acknowledged receipt.
 - (2) The Bank's count of the cheques and documents received through the Courier Service shall be binding on the Customer. The Bank's record constitutes conclusive evidence of the cheques and documents actually received by the Bank except for manifest error. The Bank is under no obligation to further enquire or verify whether all the cheques and documents intended by the Customer to be delivered have been delivered to the Bank.
 - (3) The Courier Service may be affected or suspended due to weather conditions or other circumstances beyond the Bank's control. In this case, the Customer will make its own arrangements for delivery of the cheques and documents to the Bank, but the Bank has no obligation to receive the cheques and documents if it is not reasonably practicable to do so in the circumstances.
- (viii) The Customer shall ensure that:
- (1) the cheques delivered to the Bank for processing are order cheques;
 - (2) it has full and valid legal title to each of the documents delivered to the Bank for processing; and
 - (3) the documents delivered to the Bank for processing are accompanied by the Customer's instructions, unless the Customer has separately provided instructions to the Bank before delivery,
- and the Bank has the right to return to the Customer, by ordinary post at the Customer's risk, any cheques or documents (including bearer or cash cheques, or post-dated cheques) which do not comply with the Bank's requirements.
- (ix) The Customer accepts full responsibility for the authenticity, validity and correctness of all signatures, endorsements and particulars appearing on each of the cheques or documents delivered to the Bank for processing.
 - (x) If the Bank considers that the cheques and documents delivered to it are ready for processing, it will process them in accordance with its normal procedures and will use its reasonable endeavours to process them on a timely basis and efficiently.
 - (xi) In the event that the deposit slip accompanying a cheque contains errors or omissions, the Bank reserves the right to amend the deposit slip without prior notice to or consent from the Customer. The Bank's

amended version of the deposit slip will be final and binding on the Customer for all purposes.

- (xii) Nothing in this Clause 3.2(c) shall be regarded as the Bank's agreement to grant any overdraft or other credit facility to the Customer with respect to the cheques and documents delivered to the Bank for processing. The Bank may at its discretion allow the Customer to use the proceeds of a cheque before clearance, in effect granting a temporary overdraft or credit to the Customer. If the cheque is not duly cleared and settled subsequently or is returned unpaid for any reason, the amount of overdraft or credit granted by the Bank shall become due and payable by the Customer. The Bank has the right to debit the amount of overdraft or credit (together with the interest accrued) from any account of the Customer with the Bank (whether held by the Customer singly or jointly with any other person). If there are no or insufficient funds in the Customer's accounts, the Customer shall pay the amount due and owing to the Bank on demand, including interest from the date of demand until the Bank receives payment at such rate as the Bank may specify from time to time or, if the Bank does not specify, at the Bank's prime rate from time to time.
- (xiii) For the avoidance of doubt, the Bank's right in paragraph (xii) above will arise as soon as the cheque is not cleared or settled, and will not be restricted or reduced even if the Bank is not aware of it or even if the Bank does not demand repayment of the overdraft or credit immediately.
- (xiv) The Bank is not responsible for any negligence, wilful misconduct or insolvency of the drawee bank of any cheque or any agent of the Customer.
- (xv) Any right of set-off which the Bank is entitled, at law or by contract, in satisfaction of any amount owing by the Customer to the Bank (whether present or future, actual or contingent) shall include the right to set off against the proceeds of any cheque deposited with the Bank.
- (xvi) The Customer confirms and agrees that:
 - (1) Each Courier is engaged by the Customer or by the Bank on behalf of the Customer to perform the Courier Service for the Customer. In either case, the Bank is not responsible for the Courier's performance of the Courier Service or any act or omission of the Courier or its authorised persons, employees or representatives.
 - (2) If the Customer suffers any loss or damage as a result of the Courier Service, the Customer shall lodge its claim against the Courier setting out the particulars of its loss or damage within such period as the Bank may reasonably prescribe from the date on which it becomes aware of such loss or damage. If the

Customer does not lodge its claim within the prescribed period, its claim shall lapse. The Customer undertakes to give the Courier and its insurers reasonable assistance in any investigation which the Courier or its insurers may make.

(xvii) Where the Courier is engaged by the Bank on behalf of the Customer:

- (1) the Courier's liability to the Customer is limited to paying monetary compensation for any single incident up to the amount specified in the agreement entered into by the Bank (acting as the Customer's agent) and the Courier; and
- (2) the Courier shall not be liable to the Customer for any indirect or consequential loss and damage of any kind which may be incurred or suffered by the Customer or any other person.

(d) Sub-account Collection Service

- (i) The Bank may provide Sub-account Collection Service to the Customer, and set and vary the details and procedures for providing such service as it considers appropriate, including any and all of the following:
 - (1) the means, channels, equipment or device through which a Payer may make payments to the Customer, including by depositing cash or Cheque, or by transferring funds from the Payer's account;
 - (2) the forms, information and documents to be completed or provided by a Payer for making payment; and
 - (3) any limit on the amount of each payment by a Payer or on the amount of each payment that may be subject to currency conversion arrangement from time to time.
- (ii) In order to receive payments from Payers through the Sub-account Collection Service, the Customer shall open one or more Sub-accounts through Corporate Internet Banking or such other channels 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) in opening and maintaining each Sub-account. The Bank reserves the right to reject any Sub-account opened by the Customer which does not comply the Bank's requirements.
- (iii) Unless otherwise agreed by the Bank, a Sub-account is a virtual account opened solely for recording accounting entries of the payments from Payers through the Sub-account Collection Service. A Sub-account does not hold any funds nor perform any other function. The Customer shall at all times use each Sub-account only for the purposes approved and notified by the Bank from time to time. The Customer shall notify the Bank promptly if it is in breach of any of its obligations in relation to any Sub-account.

- (iv) The Customer confirms and undertakes to maintain and use each Sub-account as principal and not as agent or nominee for any other person. The Customer shall designate a name to each Sub-account in accordance with the Bank's requirement. The Customer cannot amend the name of any Sub-account unless with the Bank's prior consent.
- (v) The Sub-accounts will be identified by different account numbers specified by the Bank. The Customer may designate a Sub-account to a particular Payer or a particular group of Payers for making payments to the Customer by identifying the Payer or group of Payer in the name of the Sub-account. The legal ownership of each Sub-account remains solely with the Customer at all times notwithstanding that the name of the Sub-account identifies any Payer. The Customer agrees that after designating a Sub-account to a particular Payer or a particular group of Payers, such Sub-account shall not be re-designated to any other Payer.
- (vi) The Customer shall, at its own cost and expense, inform each Payer or group of Payers of (A) the name and number of the Sub-account designated to him/them for making payment to the Customer; and (B) the function of the Sub-account being to help the Customer identify the Payer making a payment and the funds paid will not be credited to the Sub-account and the Payer has no right or interest of any kind in relation to the Sub-account.
- (vii) The Customer may close any Sub-account through Corporate Internet Banking or such other channels as the Bank may specify from time to time. Closure of a Sub-account shall take effect after the Bank has received and processed the Customer's closure notice.
- (viii) The Customer will maintain one or more Master Accounts for the purpose of receiving funds from the Payers who make payments to the Customer using the Sub-accounts.
- (ix) Each Master 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 Master Accounts are concerned.
- (x) In making a payment to the Customer through the Sub-account Collection Service, a Payer shall identify a Sub-account by its name and number for the payment. The funds received by the Bank from such payment will be directly deposited into a Master Account denominated in the same currency as the funds.
- (xi) The Payer may deposit the funds via any one of the channels as the Bank may specify from time to time. The Bank has the right without notice to

the Customer to reject any payment not in the same currency as any of the Master Accounts.

- (xii) For any payment made via internet banking:
 - (1) the payment shall only be in the form of fund transfer from the Payer's account with the Bank or any other banks in the Participating Bank Group;
 - (2) unless otherwise specified in this Clause 3.2(d), payment into the relevant Master Account will be made by the Bank upon the funds being collected from the Payer; and
 - (3) the Customer may use the funds after they are deposited into the Master Account.

- (xiii) For any payment made at a counter:
 - (1) the funds so deposited can be in the form of cash or paper cheque or by way of fund transfer from the Payer's account with the Bank;
 - (2) at the time of making payment, the Payer may be required to complete a payment slip in such form as prescribed by the Bank containing information as the Bank may consider appropriate; and
 - (3) the Bank is entitled (but not obliged) to reject a payment if the account name does not match the account number of the Sub-account provided by the Payer. For the avoidance of doubt, the Bank has no obligation to verify the account name against the account number of the Sub-account provided by the Payer.

- (xiv) The Bank has the right to do any and all of the following:
 - (1) determine in its sole discretion the manner in which a Payer may make payments to the Customer using the Sub-account and to reject any payment made by any Payer; and
 - (2) vary the manner or the procedure for allowing any Payer to make payment under the Sub-account Collection Service without prior notice to the Customer.

- (xv) The Customer shall at its own cost and expense handle all enquiries, complaints and/or disputes made by the Payers or clients of the Customer in relation to the Sub-account Collection Service and/or payment made, and shall inform such persons to contact the Customer directly in such cases.

- (xvi) The Customer shall and shall procure each Payer at all times to comply with Regulatory Requirement applicable to the Customer and the Payer in using the Sub-account Collection Service and transferring funds (by any means) to the Sub-account. The Customer shall notify the Bank promptly if it is in breach of its obligations under this paragraph (xvi) or if it is aware that any Payer is in breach of any Regulatory Requirements applicable to it.
- (xvii) The Bank has no liability to the Customer or any of the Payers or clients of the Customer for any suspension, interruption or withdrawal of the Sub-account Collection Service or any part of it.
- (xviii) The Customer authorises the Bank to admit, compromise or reject any claims made against the Bank by any Payer, client of the Customer or any other person in connection with the Sub-account Collection Service and to debit any Master Account or any other account maintained by the Customer with the Bank for the amount of any claim admitted or compromised by the Bank at its sole discretion.
- (xix) For any payment by the Payer via remittance where none of the Master Accounts is in the same currency as the funds received by the Bank, the Bank may, but is not obliged to, take any step as it considers appropriate which may include:
 - (1) convert the funds into the currency of the applicable Service Jurisdiction at the Bank's spot rate if there is a Master Account denominated in the local currency, and then credit the converted amount to that local currency Master Account; or
 - (2) convert the funds into US dollar (or another reference currency prescribed by the Bank) at the Bank's spot rate if there is a Master Account denominated in US dollar (or that other reference currency), and then credit the converted amount to that Master Account; or
 - (3) reject the payment if there is no Master Account denominated in the local currency (or another reference currency prescribed by the Bank).

The Customer agrees that the Bank has the right, at any time by notice, vary the currency conversion arrangement set out in this paragraph (xix) in any manner as the Bank considers appropriate. The Customer further agrees that the Bank may set and vary from time to time any limit for the amount of each payment that may be subject to the currency conversion arrangement.

- (xx) The Customer may obtain a sub-account transaction report in the form of a data file through Corporate Internet Banking or the Bank's host-to-

host interface at such time as the Bank may notify the Customer from time to time. The report shall include the details of entries made to a Sub-account on each calendar day including the amount of each individual payment and the payment details.

- (xxi) The Customer shall examine each sub-account transaction report and notify the Bank within such period as the Bank may reasonably prescribe from the date on which the report is made available of any irregularities it discovers. If the Bank does not receive any notification from the Customer within the prescribed period, the sub-account transaction report shall be final and conclusive as to the matters stated in it except for any manifest error.
 - (xxii) In case of a wrong credit to any Master Account whether due to mechanical, system or other error of the Bank or any other banks of the Participating Bank Group, or for any other reason, the Bank has the right to reverse the entry without prior notice to the Customer.
- (e) Autopay-in Collection Service
- (i) The Bank may provide Autopay-in Collection Service to the Customer, and set and vary the details and procedures for providing such service as it considers appropriate.
 - (ii) The Bank may accept and act upon instructions to debit or arrange for debiting of accounts with amounts which the Customer informs the Bank are due to the Customer and to transfer such amounts to the Customer's account(s) through the autopay system.
 - (iii) The Bank may prescribe the form and manner in which instructions relating to the Autopay-in Collection Service may be sent to the Bank, including in the form of machine readable input (including CD-ROM and USB flash drive), in the form of electronic files which have been prepared by the Customer for direct input, or by way of online transmission using the Corporate Electronic Channels.
 - (iv) The Bank may provide the Customer with software package ("Software") by way of CD-ROM or other means containing a software programme (including any revisions, supplements or replacements to the Software) to facilitate the Customer preparing and sending instructions and information to the Bank.
 - (v) The Customer agrees that the Software and all rights relating to it are and remain at all times the sole property of the Bank. The Customer shall:
 - (1) acquire no title nor right in relation to the Software except that the Customer may use the Software as expressly permitted by this Clause 3.2(e);

- (2) keep the Software safe in the Customer's custody and restrict access only to the Customer's officers or employees who need to use it;
 - (3) not allow the Software (or any part of it) to be used without the permission of the Bank for any purpose other than the purposes expressly specified in this Clause 3.2(e);
 - (4) not allow the Software (or any part of it) to be copied, reproduced, amended, modified, reverse compiled or disclosed to any unauthorised person in any manner without the consent of the Bank;
 - (5) use the Software only in accordance with any user manual or guide issued by the Bank in relation to the Software and adopt updates, revisions, supplements and replacements as and when provided by the Bank;
 - (6) return the Software (together with its user manual and connected device) to the Bank unconditionally and immediately on the request of the Bank; and
 - (7) report any damage to or loss, theft or unauthorised access to or use of the Software to the Bank immediately.
- (vi) The Bank may assign passwords to the Customer from time to time to enable the Customer to access the Autopay-in Collection Service. The Customer undertakes to keep the passwords secret. The Customer may re-select the passwords in accordance with the user manual or guide issued by the Bank.
- (vii) An instruction once given to the Bank shall be deemed duly given by the Customer and is conclusively binding on the Customer irrespective of whether such instruction is authorised by the Customer or not. The Customer shall be fully responsible for such instruction.
- (viii) The Customer shall give instructions in the manner and with such advance period as the Bank may reasonably prescribe before the proposed effective date for receiving the autopay-in payments. The Customer is solely responsible for the genuineness, correctness, accuracy and completeness of all instructions. The Customer agrees that the Bank is under no duty to check or verify the instructions and is not liable for acting on the instructions.
- (ix) The Customer understands that the Autopay-in Collection Service is operated on a numerically based system and accounts are identified by numbers. The Customer confirms that a transfer to an account having the same number as given in the instruction shall constitute good and complete compliance by the Bank with the instruction and that the Bank is under no obligation to ensure that the name of any account holder (as

given in an instruction) is identical or similar to the name of the account holder according to the Bank's records.

- (x) The Customer is solely responsible for the security of its own computing and communication equipment, including taking reasonably practicable safeguards in accordance with the prevailing market practice.
- (xi) The Customer accepts that instructions sent to the Bank via online transmission cannot be guaranteed to be secure or error free as they can be intercepted, corrupted, lost, delayed or contain viruses. The Customer accepts that the Bank is not liable for any errors and omissions in, or for any delay or failure in sending or receiving, instructions via online transmission.
- (xii) The Customer warrants and represents to the Bank that any electronic file, data or other input provided by the Customer to the Bank will be virus-free. The Customer accepts that the Bank is not liable for any delay or inability in processing the instructions caused by any virus.
- (xiii) The Bank may (but is not obliged to) act on an instruction on the effective date specified by the Customer. If the effective date does not fall on a business day, the next business day will be treated as the effective date. However, as regard any standing instruction for autopay-in, if the effective date of the standing instruction does not fall on a business day and the next business day falls in the next month, the business day immediately preceding the effective date will be treated as the effective date.
- (xiv) The Bank may (but is not obliged to) accept any cancellation or variation of instructions.
- (xv) The Customer represents and warrants that all necessary arrangements have been made in respect of any autopay-in and that the Bank may admit, compromise or reject any claim made against the Bank by any account holder whose account is debited as a result of any collection and may debit the Receiving Account or any other account maintained by the Customer with the Bank for the amount of any claim admitted or compromised as the Bank may decide in its sole discretion.
- (xvi) The Bank will credit the amount of autopay-in received by the Customer to the Receiving Account or any other account designated in the Customer's instruction.
- (xvii) In transmitting instructions online using the Corporate Electronic Channels the Customer will be subject to the terms governing the Corporate Electronic Channels from time to time.
- (xviii) The Bank is not liable for any delay, error, omission, loss or damage arising from (A) the improper use of the Software and/or related device or any failure of the Customer to comply with these Terms; (B) any delay

or failure in receiving autopay-in payments for any reason; (C) any mechanical failure, malfunction or interruption caused by the inadequacy of the computer system of the Bank or other service provider or any other causes beyond the control of the Bank; and/or (D) any data contained in the computer printout provided by the Bank used by the Customer for any purpose.

- (xix) The Customer shall, on demand, indemnify the Bank and keeps the Bank indemnified against any action, proceedings, claims, direct or indirect losses, damages, costs, expenses and/or demands whatsoever which may be brought or taken against the Bank or suffered or incurred by the Bank by reason of the Bank acting on any instructions. The Customer authorises the Bank to admit, compromise or reject any such action or claim as the Bank may deem appropriate and to debit the Receiving Account or any other account maintained by the Customer with the Bank for the amount so admitted or compromised as the Bank may decide in its sole discretion.
- (xx) The Customer accepts that the Autopay-in Collection Service may be terminated or suspended in whole or in part by the Bank at any time without giving notice or reason. The Customer further accepts that if the Autopay-in Collection Service is not used for such period as the Bank may reasonably prescribe, the Bank has the right to terminate the Autopay-in Collection Service without notice and delete all records of the Customer on the file of the Bank.

4. Data File

- 4.1 The Bank may (but is not obliged to) provide to the Customer on each business day a Data File containing the particulars of the payment transactions processed by the Bank for the Customer on that business day. The Bank may decide in its sole discretion the format and contents of the Data File, and the time and the means (which may include facsimile and email) for providing the Data File. Unless caused by the wilful misconduct or gross negligence of the Bank or any of its officers or employees, the Bank shall not be liable to the Customer or any other person for any failure or delay in providing any Data File or for any losses or damages of any kind that it may incur or suffer in connection with such failure or delay.
- 4.2 The Customer is responsible to examine each Data File and inform the Bank if it does not agree with any transaction shown in the Data File within such period as the Bank may reasonably prescribe after the date of the Data File. If the Bank does not receive any notice from the Customer within the prescribed period, the particulars of the transactions contained in the Data File shall be final and conclusive in relation to the transactions, except for any manifest error.

5. Authorised Signatories

- 5.1 The Customer confirms that the Authorised Signatories for the Cash Management Services shall have full authority on behalf of the Customer to amend all or any of the

name of the Signs and/or identifiers by written instructions to the Bank that are signed in accordance with the Signing Arrangement.

5.2 Unless otherwise agreed by the Bank, any change in the Authorised Signatories or the Signing Arrangement shall only be effective when all of the following conditions are satisfied:

- (a) the Bank has actually received written instructions and supporting evidence in form and substance satisfactory to the Bank, requesting the Bank to effect such change; and
- (b) the Bank has agreed to give effect to such change.

6. Bank Charges

6.1 The Bank may from time to time impose charges on the Customer for providing the Receivable Collection 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 Receiving Account or any other account maintained by the Customer with the Bank, without prior notice to the Customer.

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 Receivable Collection 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 Receivable Collection Services to the Customer does not constitute any agreement or undertaking between the Bank and any Payer. The Bank has the right to accept or reject in its sole discretion any payment made by any Payer to any Receiving Account. The Customer shall not inform or give any impression to any Payer or prospective Payer 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 Payer. The Customer expressly authorises the Bank to process the payment through the Receivable Collection Services irrespective of any dispute between the Customer and the Payer. The Bank is not liable to the Customer, the Payer 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 Receivable Collection Services to the Customer, unless due to

the wilful misconduct or gross negligence of the Bank or its officers or employees.

Schedule 1

Service Jurisdiction Addendum – Malaysia

1. Applicability

- (a) This Service Jurisdiction Addendum applies to the Receivable Collection 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.

- (b) This Service Jurisdiction Addendum sets out the types of Receivable Collection Services available in Malaysia and the provisions which apply specifically to Malaysia.
- (c) The Receivable Collection Services available in Malaysia include the following:
- (i) Payment Collection Service via Retail Outlets;
 - (ii) Sub-account Collection Service;
 - (iii) Cash Collection Service; and
 - (iv) Cheque and Document Collection Service.

2. Definitions

In this Service Jurisdiction Addendum, including each of the Sub-Schedules, unless the context requires otherwise:

"**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;

"**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. Clearance of payment

The Bank is entitled to treat a payment as uncleared or unsettled if the Bank does not receive value in immediately available funds within 14 days (or such other period agreed by the Bank and the Customer) from the Bank's receipt of the payment.

4. Data File

The Customer is responsible to examine each Data File and inform the Bank if it does not agree with any transaction shown in the Data File within three business days after the date of the Data File. If the Bank does not receive any notice from the Customer within the three-day period, the particulars of the transactions contained in the Data File shall be final and conclusive in relation to the transactions, except for any manifest error.

5. 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 Receivable Collection Services.

6. 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 version and any other versions, the English version shall prevail for all purposes.

7. Amendment to these Terms

7.1 Clause 3.1(b)(x) be amended to read as follows:

"to vary the manner or the procedure for allowing a Payer to make payment under the Payment Collection Service by giving twenty one (21) days' prior notice to the Customer;"

7.2 Clause 3.2(a) be removed entirely.

7.3 Clause 3.2(b) be removed entirely.

7.4 Clause 3.2(c) be removed entirely.

7.5 Clause 3.2(d)(xi) be amended to read as follows:

"The Payer may deposit the funds via any one of the channels as the Bank may specify from time to time. The Bank has the right to reject any payment not in the same currency as any of the Master Accounts. The Bank will notify the Customer after such rejection."

7.6 Clause 3.2(d)(xiv) be amended to read as follows:

"The Bank has the right to do any and all of the following:

- (1) determine in its sole discretion the manner in which a Payer may make payments to the Customer using the Sub-account and to reject any payment made by any Payer; and
- (2) vary the manner or the procedure for allowing any Payer to make payment under the Sub-account Collection Service by giving twenty one (21) days' prior notice to the Customer."

7.7 Clause 3.2(e) be removed entirely.

7.8 Clause 5.1 be amended to read as follows:

"The Customer confirms that the Authorised Signatories for the Cash Management Services shall have full authority on behalf of the Customer to amend all or any of the name of the Signs and/or Identifiers by written instructions to the Bank that are signed in accordance with the Signing Arrangement."

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

"8. Anti-Money Laundering

- 8.1 The Customer acknowledges that it shall not use any of the Receivable Collection 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 Receivable Collection 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."

Sub-Schedule – Payment Collection Service via Retail Outlets

Subject to Clause 16 of General Terms and Conditions for Cash Management Services, the relevant provisions including, in particular, Clause 3.2(a) of these Terms in respect of the Payment Collection Service is currently not applicable in the Bank.

Sub-Schedule - Sub-account Collection Service

1. In addition to the provisions of this Sub-Schedule, the Sub-account Collection Service via Retail Outlets is governed by the applicable provisions of these Terms including, in particular, Clause 3.2(d) of these Terms. The terms defined in Schedule 1 shall have the same meanings when used in this Sub-Schedule, unless the context requires otherwise.
2. The Payer may make payments to the Customer and deposit funds via remittance, electronic transfer, internet banking, branch counter, Cheque Deposit Machine or any other channels as the Bank may specify from time to time. The Bank reserves the right to reject any payment not in the same currency as any of the Master Accounts in accordance with the Malaysia Banking Regulations in particular, the FSA, the Foreign Exchange Policy Notices and any policy documents, circulars, directives and/or guidelines issued by the BNM from time to time pursuant to Section 214 of the FSA for the use of currency other than Ringgit Malaysia and notify the Customer after such rejection.
3. For any payment by the Payer via remittance where none of the Master Accounts is in the same currency as the funds received by the Bank, the Bank may, in accordance with the Malaysia Banking Regulations in particular, the FSA, the Foreign Exchange Policy Notices and any policy documents, circulars, directives and/or guidelines issued by the BNM from time to time pursuant to Section 214 of the FSA, take any step as it considers appropriate which may include:
 - (4) convert the funds into the currency of the applicable Service Jurisdiction at the Bank's spot rate if there is a Master Account denominated in the local currency, and then credit the converted amount to that local currency Master Account; or
 - (5) convert the funds into US dollar (or another reference currency prescribed by the Bank) at the Bank's spot rate if there is a Master Account denominated in US dollar (or that other reference currency), and then credit the converted amount to that Master Account; or
 - (6) reject the payment if there is no Master Account denominated in the local currency (or another reference currency prescribed by the Bank).

The Customer agrees that the Bank has the right, at any time by notice, vary the currency conversion arrangement set out in this paragraph in any manner as the Bank considers appropriate, subject to the Malaysia Banking Regulations. The Customer further agrees that, subject to the Malaysia Banking Regulations, the Bank may set and vary from time to time any limit for the amount of each payment that may be subject to the currency conversion arrangement.

4. The Customer shall examine each sub-account transaction report and notify the Bank within seven (7) business days from the date on which the report is made available of any irregularities it discovers. If the Bank does not receive any notification from the Customer within the seven-day period, the sub-account transaction report shall be final and conclusive as to the matters stated in it except for any manifest error.

5. For any payment made via a Cheque Deposit Machine, unless caused by the wilful misconduct or gross negligence of the Bank or any of its officers or employees, the Bank shall not be liable to the Customer or any Payer or any other person for any failure or delay for any reason in processing any paper cheques or e-Cheques deposited through the Cheque Deposit Machine or for any losses or damages of any kind that it may incur or suffer in connection with such failure or delay. For the avoidance of doubt, the Bank shall not be liable for any failure or delay arising from or in connection with any circumstances which are beyond its control.

6. The Customer shall comply with all applicable requirements relating to personal data protection, including taking the necessary steps to permit the Bank to use and disclose the personal data relating to the Payers, clients of the Customer and other individuals in order to effect the payment transactions through the Sub-account Collection Service. The Customer confirms that it has, in accordance with the PDPA, obtained and undertakes to obtain the necessary consent from the Payers, the clients and other individuals to enable the Bank to use and disclose their personal data accordingly.

Sub-Schedule - Cash Collection Service

Subject to Clause 16 of General Terms and Conditions for Cash Management Services, the relevant provisions including, in particular, Clause 3.2(b) of these Terms in respect of the Cash Collection Service is currently not applicable in the Bank.

Sub-Schedule - Cheque and Document Collection Service

Subject to Clause 16 of General Terms and Conditions for Cash Management Services, the relevant provisions including, in particular, Clause 3.2(c) of these Terms in respect of the Cheque and Document Collection Service is currently not applicable in the Bank.

Sub-Schedule - Autopay-in Collection Service

Subject to Clause 16 of General Terms and Conditions for Cash Management Services, the relevant provisions including, in particular, Clause 3.2(e) of these Terms in respect of the Autopay-in Collection Service is currently not applicable in the Bank.