

PRIVATE BANKING TERMS AND CONDITIONS

All Private Banking customer(s) shall be bound by the Terms and Conditions herein. In this Terms and Conditions, “you” refers to you, your joint account holder or your authorized person who are Private Banking customers of Hong Leong Bank Berhad (the “Bank”).

1. NEW MEMBERSHIP CRITERIA

- 1.1.** To apply for a Private Banking membership with the Bank, you must have a minimum total combined Assets Under Management (“**AUM**”) of Ringgit Malaysia Three Million (RM3,000,000) (“**Minimum Balance**”). AUM refers to total deposit in any Fixed Deposit/Fixed Deposit-i Account, Savings/Savings-i Account, Current/Current-i Account, Foreign Currency Account and/or the Primary amount of investment in any Unit Trust Funds and/or Structured Products with the Bank at any one time (“**Account**”). Mortgage Plus Current Account will be excluded as part of the AUM to make up the Minimum Balance requirement.
- 1.2.** The Bank reserves the right to add and to delete from or otherwise vary the definition of AUM and/or Minimum Balance at any time and from time to time by giving twenty-one (21) calendar days’ prior notice.
- 1.3.** In addition to the above, you must have a valid Hong Leong Current/Current-i or Savings/Savings-i Account at the time of your application in order for you to enjoy a Private Banking membership.
- 1.4.** You will need to meet the Bank’s eligibility criteria to become a Private Banking customer. Your application for Private Banking membership is subject to the Bank’s approval. By submitting your application and supporting documents, you agree that your application shall be processed according to the Bank’s Privacy Notice. “Privacy Notice” shall mean the Bank’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with the Bank as may be amended from time to time and made available at the Bank’s website (“**Bank’s Website**”) or in such manner as the Bank deems appropriate from time to time.

2. MEMBERSHIP DEFINITION & MAINTENANCE

- 2.1.** Where there is more than one (1) person applying for the Private Banking membership, the person who is stated as the Primary member in Private Banking membership application will be the primary member (“**Primary Member**”) and the other person will be the secondary member (“**Secondary Member**”).
- 2.2.** Where there are joint members, the Account as defined under Clause 1.1 above shall mean at least one (1) joint account held by the joint members in any of the following accounts: Fixed Deposit/Fixed Deposit-i Account, Savings/Savings-i Account, Current/Current-i Account, Foreign Currency Account or Investment Account. The Secondary Member must also be a primary account holder in any one of the Bank’s Personal Financing Products.

- 2.3. Where the Bank is instructed and authorized to act on the instructions of any one of you, the Account(s) may be operated and/or closed by any one of you. Where the Bank is authorized to act on the instruction of both or all of the joint members, the Account(s) may only be operated and/or closed by both or as the case may be, all the joint members. The joint members shall be bound jointly and severally by all transactions effected thereby and by these Terms and Conditions.
- 2.4. The Primary Member must maintain the Minimum Balance in AUM at all times, with or without the joint member(s). The Primary Member may aggregate all his/her AUM held under his/her account(s) as well as the AUM held under his/her joint account(s) where he/she is the Primary account holder to meet the Minimum Balance. The Minimum Balance requirement remains the same in the event there is one (1) Secondary Member. Where there is more than one (1) Secondary Member, the Minimum Balance requirement shall be increased to an additional Ringgit Malaysia Three Million (RM3,000,000) for each additional Secondary Member.
- 2.5. To remain as a Private Banking member, you must maintain at all times a monthly Minimum Balance in your account(s) with the Bank.
- 2.6. The preferential rates offered on selected products/services are applicable only to the Primary Member. The Secondary Member however is still entitled to enjoy the services offered to the Private Banking Primary Member.
- 2.7. You shall be responsible for ensuring that there are sufficient funds in your Account(s) to carry out the transactions instructed by you.

3. PRIVATE BANKING PRIVILEGES

3.1. Priority Banking Debit Card/Debit Card-i

- 3.1.1. A Priority Banking Debit Card/Debit Card-i ("**PB Card**") will be issued to you allowing you to enjoy the benefits and services offered by the Bank to its Private Banking customers from time to time with the presentation of the PB Card at Private Banking Centre or any Priority Banking Centre/branches. The PB Card shall at all times remain the property of the Bank and shall be surrendered upon demand or upon the termination of the service herein.
- 3.1.2. The PB Card is issued solely for your use and you shall not transfer, pledge or otherwise use the PB Card for any other purpose than that which is permitted under the Terms and Conditions.
- 3.1.3. The PB Card is issued to the Primary Member and Secondary Member(s) only.
- 3.1.4. The PB Card will enable you to access the Bank's ATM facilities and the prevailing terms and conditions governing the use of the Bank's ATM facilities shall apply to you.
- 3.1.5. You shall take all precautions to prevent loss or theft of the PB Card and observe any and all security features connected with the PB Card. Where the PB Card is lost, stolen or misplaced, you shall immediately inform the Bank to block your PB Card and you shall remain liable for all transactions effected with the PB Card before such notice is received by the Bank.

3.1.6. The Bank may re-issue a new PB Card in replacement of the lost, stolen or misplaced card and reserves the right to impose a card replacement fee in connection with the same at the fee stated at the Bank's Website. The new or replacement card shall be subject to the terms and conditions prevailing at that time which will be available upon request from the Private/Priority Banking Centres.

3.1.7. The Private/Priority Banking Centres are open during the Bank's normal banking hours on Business Days.

3.2. The Member's Account(s)

The terms and conditions governing your respective bank account(s), whether express or implied, insofar as they are not inconsistent with the Terms and Conditions, shall apply to the opening, operation and closing of the bank account(s) and the transactions effected.

3.3. Interbranch Personal Cheque Encashment

You can access the Bank's Interbranch Personal Cheque Encashment with the PB Card subject to any limit which may be imposed by the Bank from time to time and at any time with prior notice.

3.4. Credit Card

The Bank will offer to you a complimentary Hong Leong Bank Infinite credit card with the annual fees waived subject to the conditions set by Bank Negara Malaysia on minimum income requirements and the terms and conditions as stipulated on the credit card application form and the Cardholder Agreement. In the case of joint member(s), the Primary Member will be offered the primary credit card and the Secondary Member(s) will be offered a supplementary card(s). The supplementary credit card(s) will be subject to the Bank's prevailing fees and charges at the rate(s) stated at the Bank's Website. The terms and conditions stipulated in the credit card application form and the Cardholder agreement shall also apply to the supplementary card holder(s).

3.5. Other Private Banking Products and Services

3.5.1. The provision of Private Banking products and services shall be governed by the respective terms and conditions relating to the respective products and services. The terms and conditions for such products and services are available at your request and you shall be deemed to have read and understood the said terms and conditions and shall be bound by the same upon the use of such product or service. Where there are any inconsistencies between the Terms and Conditions herein and the terms and conditions for such products or services, the terms and conditions for that product or service shall prevail.

3.5.2. The Bank may from time to time send to you, based on the Bank's records of your personal data, information/offer of any new product or service offered by the Bank. Where you have consented to the Bank disclosing your information to third parties for marketing and promotional purposes, and subsequently communicate your objection to the same, such communication shall supersede any earlier consent given to the Bank.

- 3.5.3. Your Private Banking membership is subject to regular review. The Bank may terminate the membership at any time by giving twenty-one (21) calendar days' prior notice if the Bank's requirements are not complied with. Should you retain any one or more of the products and services, you shall be governed by the Bank's terms and conditions relating to such products and services and the provisions of any forms/mandate(s) pertaining thereto.
- 3.5.4. The provision of fax, internet and meeting room facilities at the Bank's Private Banking Centres are for your convenience only. The Bank will not be directly or indirectly responsible or liable for:
- any delays, errors or malfunction in the transmission or receipt of messages sent via the said fax or internet facilities;
 - any loss, damage or injury caused to you, your invitees and/or any other person as a result of using of the fax, internet or meeting room facilities; and
 - any of your, your invitees' and/or any other person's acts, omissions or negligence in the course of using the said facilities,
- and you shall indemnify and hold the Bank harmless for any and all consequences, actions, proceedings, liabilities, claims, losses for damages, charges, costs and expenses whatsoever which may arise or be incurred or suffered by the Bank arising from or in connection with your/your invitees' use of the said facilities or any of the aforesaid matters.
- 3.5.5. The products/services/privileges provided under the Bank's Private Banking may be varied, suspended or withdrawn or terminated at any time or from time to time with prior notice to you. The Bank shall not be liable in any way for any loss, damage or liability arising as a result of or howsoever in connection with any such variation, suspension or withdrawal of all or any part of the products/services/privileges provided.
- 3.5.6. These Terms and Conditions are to be read together with the General Terms and Conditions of Accounts for Deposits and Islamic Deposits, a copy of which available upon request.

3.6. Oral/Written instructions

- 3.6.1. All instructions with respect to your account(s) given by you are irrevocable and shall be in writing. You shall ensure that the instructions given are clear and accurate and where applicable, Prescribed Forms by the Bank shall be used for giving instructions.
- 3.6.2. You may give instructions via electronic means ("**Electronic Instructions**") to the Bank and hereby irrevocably authorize the Bank, which in good faith believes to have emanated from you, to treat such instructions as fully authorized and binding upon you.
- 3.6.3. You agree and confirm that the Bank is entitled to treat the Electronic Instructions without any inquiry on the part of the Bank as to the identity/authority of the person giving or purporting to give such instructions.
- 3.6.4. You understand and fully acknowledge the inherent risks associated with the use of the electronic means to communicate instructions.
- 3.6.5. You further acknowledge and agree that the Bank is not responsible or liable for accepting and acting on the Electronic Instructions given by you or given on behalf of you including for any errors, omissions, unauthorized use or duplication of any such Electronic Instructions received by the Bank.

- 3.6.6. You may give instructions orally over the telephone to the Bank and hereby irrevocably authorize the Bank to act on any such oral instructions. Any such oral instructions must be immediately confirmed in writing sent by fax, email or by hand to the Bank provided that any failure to do so shall not affect anything done by the Bank in reliance on such oral instruction. The Bank may at any time refrain from acting promptly upon such oral instructions given in order to verify the authenticity thereof without incurring any responsibility for loss, liability or expense arising from acting on or refraining from or delay in acting on such instructions notwithstanding that it is subsequently shown that the same was not given by you.
- 3.6.7. All instructions given by you shall be deemed to be new instructions unless the instruction specifically states that the instructions are a confirmation or a change of any previous instructions given.
- 3.6.8. You agree that the Bank shall not be obliged to inquire as to the purpose of any transfer of funds or assets so authorized by any such instruction or the identity of any transferee.
- 3.6.9. The Bank shall be entitled to record all telephone instructions and conversations. All such recordings shall remain the property of the Bank and shall be conclusive evidence of the instructions given and are binding on you. You hereby agree and consent to such recordings.

3.7. Fees, charges and levies

- 3.7.1. The Bank reserves the right to impose any fees, charges or levies on any of the products and services offered by giving twenty-one (21) calendar days' prior notice to you. The fees, charges and levies deducted are not refundable.
- 3.7.2. You hereby authorize the Bank to debit any of your account(s) for such fees, charges or levies from time to time and if no account has been designated for this purpose or if the account designated has insufficient funds, the Bank is hereby authorized by you to debit any other account held by you for this purpose with prior notice or with your concurrence.

3.8. Cancellation of Private Banking membership

- 3.8.1. Your Private Banking membership may be terminated or cancelled by the Bank in any of the following events:
- (a) by giving written notice and completing and submitting a Service Request Form to the Bank of your intention to terminate the same; or
 - (b) if the monthly combined AUM in your accounts (all accounts tagged under Primary Member) falls below the Minimum Balance; or
 - (c) if you default in any loans or facilities granted to you by the Bank or by any other financial institutions; or
 - (d) upon your death or insanity or if you serve any custodial sentence or commit an act of bankruptcy; or
 - (e) if there is any change in law or regulation which makes it impossible or unlawful for the Bank to continue to make available the Private Banking services.

- 3.8.2. Immediately upon termination of the Private Banking membership whether by you or the Bank, the PB Card shall be returned to the Bank and any debit balance in your account(s) shall become immediately due and payable.

4. INDEMNITY

You shall hold the Bank harmless from and fully indemnify the Bank against all claims, demands, actions, proceedings, loss, cost and expenses (including legal fees on a full indemnity basis) and other liabilities incurred or suffered by the Bank accepting and acting on your instructions (including Electronic Instructions) or from the Bank refusing as it deems fit to act on any part of such instructions due to any breach, failure or omission by you in relation to the terms and conditions of the respective products and services and/or these Terms and Conditions or in connection with the use of the services or products offered under the Bank's Private Banking Services or in enforcing these Terms and Conditions and the recovery of the amounts due to the Bank or incurred by the Bank in any legal proceedings of whatever nature. Where the Private Banking membership is extended to two (2) or more customers jointly, the joint customers shall be jointly and severally liable for any and all liabilities incurred herein or in connection herewith.

5. GENERAL

5.1. Change of Particulars

- (a) You shall promptly notify the Bank in writing of any changes of your particulars including correspondence address, contact numbers and authorised signatories. In addition, you shall also promptly notify the Bank of any change of your current employer and/or office address. Until the Bank is in actual receipt of your written notification of such changes, the Bank is entitled to rely on the last information in the Bank's record and the Bank shall be discharged from all liability for relying on the same.
- (b) For a joint account, if the notification above is given by only one (1) Customer, the Bank will only accept such notification if the Bank is authorised to act on the instructions of any one of the Customer. Otherwise, each relevant Customer would have to confirm to the Bank of the change in customer particulars.

5.2. Waiver

No forbearance, neglect or waiver by the Bank in the enforcement of any of these Terms and Conditions shall prejudice the Bank's right thereafter to strictly enforce the same.

5.3. Suspension or Termination of Services and Amendment of Terms and Conditions

The Bank reserves the right to suspend or terminate any or all of the services available under the Bank's Private Banking Services with prior notice or vary, amend, add or delete these Terms and Conditions at any time and from time to time by giving twenty-one (21) calendar days' prior notice without incurring any liability to you. Should you not accept the changes, you shall promptly give notice to the Bank to terminate your Private Banking membership and the Bank may withdraw any or all of the services from you. Should you continue to use the services after notification, you shall be deemed to have accepted and agreed to such variation, amendment, addition or deletion without reservation.

5.4. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and you hereby agree to submit to the exclusive jurisdiction of the courts in Malaysia.

5.5. New Products/Services

- (a) The Bank may from time to time introduce new products and services for your benefit. Your acceptance in the manner prescribed by the Bank and use of such new or additional product, features or services shall be deemed acceptance by you of the terms and conditions of the respective products and services and such additional terms and conditions (if any) as may be prescribed by the Bank.
- (b) You can find out the current services and privileges available to you from the Bank's Website. From time to time the Bank may introduce to you other Private Banking privileges and services provided by third parties. Any services provided by third parties are subject to the third parties' terms and conditions.

5.6. Disclaimer & Limitation of Liability

- (a) Without prejudice to any other provision herein, save and except for damages arising directly from the Bank's wilful default or gross negligence, the Bank shall not be liable to you or any third party for damages, loss of profits or earnings, goodwill or any type of special/exemplary, incidental, direct or consequential loss or damage howsoever arising whether or not the Bank has been advised of the same for any of the following:
 - (i) as a result of any unauthorized transactions carried out on your account(s) before the Bank has actual written notice of the same or before the Bank is able to prevent such unauthorized transactions from being carried out; or
 - (ii) in the event the Bank is unable to perform any operations or to provide any of the services due to any reason beyond the Bank's control including but not limited to fire, earthquake, landslides, flood, epidemic, natural catastrophe or act of God, accident, riots, civil disturbances, industrial disputes, act of public enemy, embargo, war, fuel supply or any factor in a nature of a force or beyond the control of the Bank.
- (b) Subject to the provisions herein, the Bank's sole and entire liability to you in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with these Terms and Conditions or howsoever shall not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.
- (c) Your failure to abide by any of the Terms and Conditions shall discharge the Bank from all liability.