

# MALAYAN BANKING BERHAD

## TERMS AND CONDITIONS GOVERNING BANKING ACCOUNTS (Effective Date: 07.07.2016)

### A. SAVINGS ACCOUNT

#### 1. Opening of Accounts

1.1 The opening of my/our Savings Account is governed by the Terms and Conditions contained herein ("Terms and Conditions") and such other specific conditions which may be applicable to Savings Accounts with special features as set forth in the specific applications forms and/or brochures ("Specific Terms"). I/We hereby declare my/our agreement to abide and to be bound by these Terms and Conditions and the Specific Terms for the time being in force which may be changed or amended from time to time by the Bank with twenty one (21) days notice prior to date of implementation.

1.2 The opening of my/our Banking Accounts is subject to the Bank's requirements including those as to minimum deposit, age and referees for opening the Banking Accounts.

#### 2. Authorisation and Request

2.1 I/We further authorise and request the Bank to honour and comply with :-

- (a) the prescribed withdrawal slip and/or form and/or receipt issued by the Bank or request for withdrawal whether by way of oral instructions or otherwise and/or signed by me notwithstanding that the documents may not have been completed by me/us to withdraw any or all money in any of my/our Banking Accounts.
- (b) my/our written instructions to deliver, dispose of or deal with any securities, deeds or documents or other property whatsoever (including safe deposit boxes and their contents) which are held by the Bank under my/our Banking Accounts or in possession of the Bank whether by way of security or safe custody or otherwise.

#### 3. Deposits and Withdrawals

3.1 I/We agree and covenant that every deposit shall be accompanied by a prescribed deposit slip, form and/or receipt issued by the Bank and production of any other documents that may be required by the Bank. A receipt issued by the Bank is only valid if it is machine-validated and/or by way of oral instruction, acknowledged by an authorised officer of the Bank and/or by me/us. I/We shall ensure that this validation or acknowledgement is carried out before leaving the premises of the Bank.

I/We agree that any withdrawals made from my/our Savings Accounts shall be made:-

- (a) by me/us personally and shall be accompanied by the prescribed withdrawal slip or any form issued by the Bank and/or presentation of the passbook and may be subject to such production of proof of identity as the Bank may require; and/or
- (b) through the Automated Teller Machines ("ATM"). I/We hereby further agree that any withdrawals via the ATM shall be in accordance with the terms and conditions applicable to the ATM as determined by the Bank.
- (c) by me/us personally whether by way of oral instructions or otherwise and/or signed notwithstanding that the documents may not have been completed by me/us to withdraw any or all the money in any of my/our Banking Accounts. Upon depositing and/or withdrawing the money, I/We agree that the transaction effected based on my/our oral instruction which are duly acknowledged by us by way of my/our signature shall be deemed final.

3.2 I/We further agree that all cheques and instrument(s) deposited, or any transfer(s) whether by mail, telegraphically or electronically are accepted for collection only and except by special arrangement, may not be withdrawn until the proceeds have been received by the Bank. The Bank is entitled to refuse collection of cheques and deposit instruments which in the Bank's opinion are irregular or which have been altered in any way notwithstanding that the alteration has been countersigned by me/us.

3.3 I/We shall indemnify the Bank for any loss which the Bank may incur due to the Bank's guarantee of any endorsement, discharge on any cheque, bill, note, draft, dividend warrant or other instruments presented by me/us or any third party for collection and every guarantee given by the Bank shall be deemed to have been given at my/our express request.

3.4 I/We agree that in addition to these Terms and Conditions, I/We shall be further bound by the conditions printed on my/our Savings Account passbook or leaflets containing the terms and conditions or brochures or on the back of the deposit slips attached to the cheque deposit envelopes and/or on receipts issued by cash or cheque deposit machines authorised by the Bank and such other Specific Terms which may be imposed by the Bank from time to time with twenty one (21) days notice prior to date of implementation.

### B. CURRENT ACCOUNT

#### 1. Opening of Accounts

1.1 The opening of my/our Current Account is governed by these Terms and Conditions and such other specific conditions which may be applicable to Current Accounts with special features or Current Accounts in combination with Savings Account as set forth in the specific applications forms and/or brochures ("Specific Current Account Terms"), and I/We hereby declare my/our agreement to abide and to be bound by these Terms and Conditions and the Specific Current Account Terms for the time being in force which may be changed or amended from time to time with twenty one (21) days notice prior to date of implementation.

1.2 I/We agree that approval of an application for a new Current Account is subject to the condition that my/our name(s) is/are not listed under Bank Association of Brunei Darussalam's black list.

#### 2. Application for Cheque Books and Terms Governing Cheques

2.1 I/We hereby agree that all applications for cheque books shall be made in writing in the Bank's prescribed form or by written request. I/We further agree that cheques may be used only to draw on Banking Accounts designated by the Bank as current accounts, or such other Banking Accounts as the Bank may from time to time stipulate.

2.2 I/We agree that in addition to these Terms and Conditions, I/We shall be further bound by the conditions printed on the cover of the cheque book, deposit slips attached to the back of the cheque deposit envelopes and/or on receipts issued by cheque deposit machines authorised by the Bank.

2.3 I/We agree that the Bank shall be entitled but not bound to undertake further verification of the signature(s) other than by comparing it/them with the specimen signature(s) supplied to the Bank. I/We further agree that the Bank is entitled to dishonour cheques on which, in the Bank's opinion, the signature(s) differ(s) from the specimen(s) supplied to the Bank or is/are irregular in any manner. Without prejudice to the generality of the foregoing, no alterations whatsoever shall be made on the cheques and the Bank reserves the right to dishonour and return cheques which in the Bank's absolute opinion bear any form of alteration (whether counter signed by me/us or not).

2.4 I/We further agree that cheques with the crossing "A/C Payee Only" will only be paid into the payee's Banking Accounts. Cheques with the crossing "A/C Payee Only" which have been duly cancelled and counter signed by me/us in accordance with my/our specimen signature may be paid in cash when I/We or any third party presents the same for payment and I/We agree that the Bank shall be entitled to charge me/us service fees if such cheques are duly encashed by any third party.

2.5 I/We hereby agree that I/We shall ensure that all instructions to stop payment of cheques shall be in writing which contains the following information (i) the cheque number, (ii) the date of the cheque, (iii) the payee's name and (iv) the amount of the cheque and will be effective only upon receipt by the Bank. If the customer is a company, the stop payment instructions may be from the authorised mandates or any director and for other societies or body corporations, the stop payment instructions can be from the authorised mandates or from the president and another office bearer. The Bank shall not, however, be responsible for any delay or omission in executing such instructions. I/We further agree that the Bank shall be entitled in its absolute discretion to decide whether or not to entertain stop payment instructions for blank cheques or cheques which have been lost, stolen or mislaid and that the Bank reserves its rights not to entertain stop payment instructions for cheques which have been fully and irrevocably paid.

2.6 I/We agree that all cheques shall remain the property of the Bank and upon closure of the Current Account, all unused cheque forms which were issued to me/us shall forthwith be returned to the Bank.

2.7 I/We hereby agree that I/We shall take all precautions in drawing cheques so as to prevent forgery and/or any fraudulent or unauthorised use of cheque form(s) or cheque book(s) issued to me/us. In the event that any loss is occasioned by my/our failure to take the aforesaid precautions or to ensure sufficiency of funds, the Bank shall be exempted from, and/or be fully indemnified by me/us against liability for any loss arising out of any forgery, fraudulent, unauthorised use and/or insufficiency of funds resulting in dishonouring of the said cheques. In particular and without prejudice to the generality of the foregoing, I/We shall take the following precautions:-

(a) With respect to the custody, control and use of cheque requisition forms and cheque books, I/We shall inform the Bank immediately upon the discovery of the loss of cheque books or the cheque requisition forms.

(b) To ensure that all the cheques are so drawn as to prevent additions or alterations after the same are issued, and in particular all blank spaces should be completed. All alterations of cheques including those performed by electronic typewriters or printers must be countersigned by the persons authorised under the mandate given to the Bank and the Bank may at its absolute discretion and without any liability on its part dishonour cheques which have been altered notwithstanding the fact that such alterations are countersigned by the persons authorised under the mandate given to the Bank.

(c) If the cheque forms are pre-signed whether by one or more of the persons authorised under the mandate given to the Bank or are signed in blank by me/us and are delivered for the purpose of enabling any person to convert the same into valid bills or cheques (as defined in the Bills of Exchange Act, 1999 and Bills of Exchange Act (Amendment) Order, 2015, (as amended from time to time) such person shall be deemed to have my/our full authority to complete the mandate on my/our behalf and that I/We shall be precluded from denying that the said cheques had been completed without authority or from raising any claims whatsoever for any loss incurred by me/us.

(d) I/We also agree to ensure that there are sufficient funds in my/our Banking Accounts before drawing cheques.

2.8 I/We further agree that all cheques may not be withdrawn until the proceeds have been received by the Bank. The Bank is entitled to refuse collection of cheques which in the Bank's opinion are irregular or which have been altered in any way notwithstanding that the alteration has been countersigned by me/us.

### **3. Authorisation and Request**

3.1 I/We authorise and request the Bank to honour and comply with all cheques, drafts, orders to pay, bills of exchange or promissory notes expressed to be drawn, signed, accepted, indorsed or made on my/our behalf drawn upon or addressed to or made payable by the Bank whether my Banking Accounts is/are in credit or in debit or may become overdrawn in consequence or otherwise.

3.2 Subject to clause B.4.1 below, I/We undertake to repay any debit balance on any overdrawn Current Banking Accounts upon demand by the Bank together with any interest and/or charges which the Bank may charge at its sole discretion.

### **4. Overdraft**

4.1 I/We hereby agree that where an overdraft is permitted by the Bank, each principal amount advanced by the Bank at its discretion shall be payable by me/us upon demand from the Bank together with interest and, if applicable, all other commissions, discounts and banker's charges. The rate of interest chargeable in respect of the overdraft shall be determined by the Bank from time to time and shall be computed on the principal amount for the time being owing on a daily basis and if such interest or any part thereof is not paid each month when the same is due, such interest shall (so long it remains unpaid) be capitalised and aggregated with the principal amount for the time being owing and interest shall accrue thereon as herein provided.

## **C. BANKING ACCOUNTS IN JOINT NAMES ("JOINT ACCOUNT(S)")**

1.1 In addition to the terms and conditions set out in these Terms and Conditions, I/We hereby agree to be bound by the following concerning Joint Account:-

(a) In the event I/We open a Joint Account with the Bank, I/We hereby agree that the Bank can collect for the credit into my/our Banking Accounts, cheques and other instruments belonging or payable to any or all of us and to honour all requests for withdrawals/debits of any moneys standing to the credit of the Joint Account

given for or in respect of the said Joint Account. For avoidance of doubt, I/We hereby agree that the Bank has the right not to collect cheques made out in both my/our names with the phrase (i) "and/or"; and (ii) "or" placed between our names into any Joint Account held by me/us.

(b) In the event of death, bankruptcy or insanity of either/any of us, any balance remaining in the credit of my/our Joint Account may be paid to the survivor(s), the non-bankrupt or the non-insane Joint Account holder as the case may be, subject to statutory compliance (if required) with the relevant legislation prevailing at such time, subject to the Bank being indemnified by the survivor against any claim that may be made against the Bank as a result of the Bank making such payment.

(c) Subject to the Bank's rights set out in clauses E.2.1 and 2.2 below, in the event of a petition for bankruptcy or an order of bankruptcy is served against any one or all of us, the Bank at the request of either/any of us provided I/we am/are the non-defaulting party allow me/us at the Bank's discretion to withdraw from the Joint Account the amount of which shall be at the absolute and sole discretion of the Bank.

(d) In the event only one or some of us and not all of us are authorised to operate the Joint Account, the authority conferred on the authorised signatories to operate the Joint Account shall be deemed to include without limitation the following:-

- (i) Withdrawals/debits of any monies standing to the credit of the Joint Account;
- (ii) Continuation and closure of the Joint Account;
- (iii) Use of any ATM cards and Personal Identification Number (PIN) for the Joint Account;
- (iv) Use of any facilities provided by the Bank to pay bills or transfer funds from the Joint Account;
- (v) Use of any electronic services from time to time provided by the Bank upon such the terms and conditions and payment of all fees, costs or expenses in connection therewith from the Joint Account;
- (vi) Giving of any standing instructions for payments from the Joint Account;
- (vii) Provision of any written indemnity required by the Bank in respect of operation of the Joint Account or any of the foregoing ; and
- (viii) Generally the authority to apply for, cancel, modify or otherwise do all things in relation to any of the foregoing matter.

1.2 If the Bank shall be in doubt of any instructions given by any one or more of us in relation to the operation of the Joint Account, the Bank shall be entitled to request for a written confirmation from all of us before carrying out such instructions without being liable to any of us for so doing.

1.3 All joint account holders shall be jointly and severally liable for all transactions arising from such instructions. If the Bank receives contradictory instructions, the Bank may choose to act only on the mandate of all the joint account holders and shall not be responsible or liable for any loss, claims, demands, proceedings, costs, expenses and damage whatsoever caused by the Bank's refusal to act without such mandate.

1.4 The joint account holders shall jointly and severally undertake to indemnify and hold the Bank harmless against losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whenever incurred arising from any instruction issued by any of the joint account holders.

#### **D(I). BANKING ACCOUNTS REGISTERED AS A PARTNERSHIP ACCOUNT ("PARTNERSHIP ACCOUNT(S)")**

1.1 In addition to other terms and conditions set out in these Terms and Conditions, we also hereby agree and consent to be bound by the following:-

(a) We agree that we shall be jointly and severally responsible for all the liabilities of our Partnership Accounts and that all provisions governing the Partnership Accounts and services thereto shall bind all of us as partners jointly and severally.

(b) The instructions and mandate given for operation of our Partnership Accounts shall remain in force until revoked in writing and substituted with fresh instructions and mandate and shall apply notwithstanding any change in the membership of the firm whether by death, bankruptcy, retirement or otherwise and/or the admission of new partner(s) and/or the termination of any power(s) of any partner(s) of the firm. In the event our Partnership Account is a Current Account with other banking facilities, I/We hereby agree that upon the death of any one of us, the Bank shall be entitled to freeze the operation of the said Banking Accounts and decide on the next course of action at its sole and absolute discretion.

(c) Subject to clause E .2.1 and 2.2 below in the event of bankruptcy of any of the partners of the firm, the Bank may, at its absolute discretion, at the request of either/any of us provided the requesting person(s) is/are the non-defaulting party allow withdrawals of such amounts from the Partnership Account as the Bank in its absolute and sole discretion deems fit.

#### **D(II). BANKING ACCOUNTS REGISTERED AS A LIMITED LIABILITY PARTNERSHIP ACCOUNT ("LLP ACCOUNT(S)")**

1.1 In addition to other terms and conditions set out in these Terms and Conditions, we also hereby agree and consent to be bound by the following:-

(a) We agree that we shall be jointly and severally responsible for all the liabilities of our LLP Accounts and that all provisions governing the LLP Accounts and services thereto shall bind all of us as partners jointly and severally.

(b) In respect of any LLP Account opened and maintained by a limited liability partnership registered under the Limited Liability Partnership Order 2010 , the Bank is hereby authorised to continue with the operations of the Banking Accounts notwithstanding the change in the membership of the firm by death, bankruptcy or retirement or otherwise any of the partners. If the affected partner is a signatory to the Banking Accounts, we shall immediately issue a fresh instruction and mandate to the Bank for its operations. Any failure to provide the Bank the fresh instruction and mandate shall entitle the Bank to refuse any application for withdrawal or transfer of monies from the said LLP Account.

(c) The Bank is entitled to require that my/our Banking Accounts maintained under the private company or partnership to be closed and a new Banking Accounts shall be opened for the limited liability partnership.

### **E. GENERAL TERMS AND CONDITIONS**

#### **1. Banking Charges**

1.1 I/We hereby agree that the Bank shall be entitled to charge for any of its services provided to me/us at the rates as notified by the Bank to me/us from time to time or, in the absence of such notification, at a reasonable rate with twenty one (21) days prior notice to date of implementation. All banking charges when due shall be debited from my/our Banking Accounts (hereinbelow defined in clause E. 16).

## 2. Freezing of Banking Accounts

2.1 I/We hereby agree that the Bank shall at any time be entitled to, at its discretion and without any prior notice to me/us, refrain from effecting or carrying out any transactions including but not limited to the payment of any monies, cheques or any other instruments, or any instructions for payment out of my/our Banking Accounts and/or acceptance and/or collection of cheques, deposits of monies or any other instruments, or any instructions to effect receipt of payment into my/our Banking Accounts ("Freezing of Banking Accounts") upon but not limited to the occurrence of any one of the following events:-

- (a) Upon the Bank being notified or becoming aware that I/We have committed an act of bankruptcy, and/or a petition for winding up or for bankruptcy has been presented against me/us, and/or any one or more of our directors, who are signatories to the Banking Accounts are adjudicated as bankrupt ("the Insolvency matters") and upon the Bank being notified or becoming aware of any notice under Section 162 of the Companies Act, Cap. 39, presented against me/us;
- (b) Upon the Bank being notified or becoming aware of any opposing or adverse or conflicting claims by any partners, directors, shareholders or members or the other joint account holder(s) or by any persons alleging to be partners, directors, shareholders or members in relation to any Banking Accounts which is or are partnership, limited liability partnership and/or company account(s) or the Banking Accounts of any other organization, bodies, committees which have legal status, pertaining to the proceeds or balances of such Banking Accounts or the operation of such Banking Accounts or the operational mandate (the "internal matter");
- (c) Upon the Bank being notified and/or requested by any authority including but not limited to Autoriti Monetari Brunei Darussalam, the Police or any other statutory or regulatory authorities whether local or international ("the Authorities") to so refrain from performing any transaction under my/our Banking Accounts regardless of whether the Authorities have the legal or valid authority to so request of the Bank ("the Authorities' directives");
- (d) Upon the Bank being suspicious of any fraudulent activities concerning the Banking Accounts and the Bank in its sole and reasonable opinion is of the view that the information/documents provided to the Bank for opening the Banking Accounts had been found to be false and/or incorrect and/or tampered and/or a misrepresentation of identity;
- (e) In the event the Bank, the Police and/or Authorities (defined under item (c) above) conduct(s) any investigation on any illegal transaction(s) or suspected illegal transaction(s) carried out through the Banking Accounts, misuse or suspicion of any misuse of the Banking Accounts or any fraudulent transaction(s) in respect of the Banking Accounts including but not limited to the depositing of cheques which I/We am/are not beneficially entitled to;
- (f) Pursuant to any Police report lodged against me/us and/or in respect of the Banking Accounts, by the Bank or any other person; and in the event any facilities granted to me/us which are being utilized through my/our Banking Accounts are suspended, recalled or terminated for any reason whatsoever.
- (g) In the event of death of the account holder, where the account holder is an individual, or is an authorised signatory to operate accounts for a partnership and/or Company or any such legal entity, the Bank will continue to freeze the Banking Accounts until a new mandate or a fresh authorised signatory is given to the Bank;
- (h) Upon the Bank being made aware of any cheques and/or monetary instruments and/or sums that has been credited into the Banking Accounts are as a result of any forged and/or tampered instruments and/or instructions and/or fraudulent transactions, with or without the involvement of me/us;
- (i) Upon the Bank being made aware of complaints had been made by third parties with the Police or other Authorities that the Banking Accounts has been used for conducting any fraudulent transactions and/or deposits and/or scams and/or soliciting illegal deposits, provided further the Bank's discretion on freezing the Banking Accounts shall be in its sole opinion and discretion based on its own internal investigation or information made available to it by the Police and/or Authorities;
- (j) Pursuant to a debt owed by me/us to the Bank, regardless of my/our capacity as a borrower, joint borrower or guarantor, to enable the Bank to exercise its right to set-off the debt owing to the Bank.
- (k) Upon the Bank being made aware that my/our mental capacity to manage my/our Banking Accounts is/are in doubt.

2.2 I/We further agree that the aforesaid Freezing of Banking Accounts shall cease or be lifted upon the occurrence of any but not limited to of the following event:-

- (a) In respect of the Insolvency matters, it shall be shown to the satisfaction of the Bank by me/us with appropriate evidence that the petition for winding-up or for bankruptcy has been validly withdrawn or dismissed or struck out by the Court or where any one or more of our directors are adjudicated bankrupt, the Bank is served with a fresh mandate as to the change of signatories of our Banking Accounts and is satisfied that such fresh mandate is duly authorised by the board of directors, or upon the Bank being served with the appropriate Court order sanctioning the lifting of the Freezing of Banking Accounts;
- (b) In respect of my/our internal matters referred to in clause E.2.1 (b) above, when the *opposing or adverse or conflicting claims* has been settled between all parties concerned and a statement in writing or a board resolution or a resolution from the organization, bodies, committees referred to in clause E.2.1 (b) above, as the case may be, signed by all the parties or passed in accordance to my/our Memorandum and Articles of Association or my/our constitutional documents, as the case may be, requesting the Bank to lift the Freezing of Banking Accounts, or in the alternative, the Bank being served with a Court Order sanctioning the lifting of the Freezing of Banking Accounts;
- (c) In respect of the Authorities directives, the Bank has been informed in writing by the Authorities to effect the lifting of the Freezing of Banking Accounts, or in the alternative an appropriate court order has been served on the Bank sanctioning the lifting of the Freezing of Banking Accounts;
- (d) In respect of the investigation by the Bank, the Police or the relevant Authorities, the Bank being satisfied that no further investigation is required or the Bank being served with a notification by the Police or the relevant Authorities that the investigation has been discontinued and that the Banking Accounts no longer have any bearing on any ongoing investigation;
- (e) In respect of the death of a sole account holder, upon presentation to the Bank of a grant of probate or letters of administration by the deceased's successor(s) or any other related forms from the Land Office and/or any other approved bodies under the relevant legislation prevailing at such time, or a fresh mandate with a new authorised signatory to operate the partnership and/or the Company's or such entity's accounts is furnished to the Bank; and
- (f) In respect of a debt owing to the Bank, upon the Bank exercising its legal right to set-off the debt against the balance of the Banking Accounts.

2.3 In so Freezing the Banking Accounts pursuant to the Terms and Conditions including any action which may be taken by the Bank such as returning any cheques or other instruments whether deposited for collection or payment as provided herein, I/We agree that the Bank shall not be responsible for and/or be held liable for any losses damages expenses costs or charges which may be incurred by me/us and/or claimed against the Bank or which may be incurred by the Bank

(including legal costs on a solicitor and client basis) and in connection therewith, I/We further agree to keep the Bank fully indemnified against any claims for damages losses expenses costs or charges (including legal fees on a solicitor and client basis) which may be made against the Bank by any party.

2.4 I/We further agree that should the Bank be sued or be made a party in any suit arising out of the Bank's action in Freezing the Banking Accounts herein or should the Bank before or after the Freezing of Banking Accounts commence any suit against any party including me/us for any appropriate relief or declaration to be made by any court, all penalties losses damages claims expenses charges and costs (legal or otherwise including costs on a solicitor and client basis) which may be awarded against the Bank or which the Bank may incur shall be indemnified by me/us.

2.5 I/We further agree that all cheques or other instruments returned or rejected by the Bank whether for payment or collection as a consequence of the Freezing of Banking Accounts shall bear or be accompanied by the appropriate written remarks deemed fit by the Bank and I/We further agree that the Bank acting pursuant to any of the terms set out in this clause shall not be held liable or responsible for any losses, damages, expenses and/or costs whatsoever which may be claimed against the Bank howsoever arising, including but not limited to by reason of the written remarks accompanying the return of cheques or other instruments or on the grounds that the Bank has not been notified of the relevant events aforementioned in this clause by reason that the notification is irregular, invalid, erroneous, mistaken, void, not effective or by reason of any other grounds whatsoever including any negligence on the part of the Bank.

### **3. Instructions**

3.1 I/We hereby authorise the Bank to accept and act on my/our instructions without further reference and without having to re-confirm with me/us, even if carrying out those instructions creates a debt on my/our Banking Accounts.

3.2 I/We undertake to repay any debit balance on any overdrawn Banking Accounts upon demand by the Bank together with any interest and/or charges which the Bank may charge at its sole discretion.

3.3 My/our instructions can be given to the Bank in writing (which must include our signature(s)), through ATM, by telephone, online or by any other means acceptable by the Bank.

3.4 Where payment instructions are given by fax or by telephone to the Bank, the Bank is entitled to accept and act on those instructions if the Bank has obtained confirmation of the said instructions from me/us (or from any other person authorised by me/us) by way of a return telephone call to the telephone number in the Bank's records or by way of any other means as the Bank deems appropriate.

3.5 Where I/We give the Bank instructions for the services covered in the Terms and Conditions and/or Specific Terms, I/We should authenticate the transaction using the security procedure required by the Bank.

3.6 In cases, where I/We authorise another person to instruct the Bank to debit money from my/our Banking Accounts, including but not limited to transactions relating to Standing Instruction, I/We hereby agree that the Bank will treat each instruction from that other person as having been authorised by myself/us.

3.7 The Bank may refuse to act on my/our instructions if:-

- (a) the Bank reasonably believes that I/We did not give the Bank the instructions; or
- (b) the Bank reasonably suspects fraudulent activity; or
- (c) my/our instructions are unclear, incomplete or not in the required form; or
- (d) the signature(s) under which the instructions are given does not in the Bank's opinion, correspond with those in the Bank's records; or
- (e) in acting on the instructions the Bank might act contrary to a law, regulation, code or other rules applicable to the Bank and/or me/us; or
- (f) the Bank has any other valid reason for not acting on my/our instructions, which the Bank may, but is not obliged to reveal to me/us.

### **4. Change of Address, Signature or Particulars**

4.1 I/We hereby agree that it is my/our duty to inform the Bank of any change of address or signature(s) or other particulars that are given to the Bank and such notification shall be in writing and be supported by any documentation as the Bank may require, and shall be effective only upon receipt of such notice by the Bank. All communications including the service of any legal process sent by post to or left at my/our last address registered with the Bank shall be deemed to have been duly delivered to and received by me/us.

4.2 I/We hereby agree that:-

- (a) I/We shall immediately notify the Bank of the change in my/our status from a private company or a partnership to a limited liability partnership and such notification will be supported by any documentation as the Bank may require; and the notification shall be effective only upon receipt of such notice by the Bank; and
- (b) the Bank is entitled to refuse to act on any or my/our instructions relating to the Banking Accounts unless and until we have furnished all documents required by the Bank including but not limited to a fresh mandate.

### **5. Cheques Truncation and Conversion System and Auto Clearing House (ACH)**

5.1 Pursuant to the Bills of Exchange Act, 1999 and Bills of Exchange Act (Amendment) Order, 2015 provisions on Cheque Truncation and Conversion System and Notice from Autoriti Monetari Brunei Darussalam)on ACH, I/We hereby agree and acknowledge the following that:

- (a) the debiting of the Banking Accounts will be based on the cheque images presented by the collecting bank;
- (b) any request for original cheques to be returned to me/us after payment being made will not be considered by the Bank. The Bank if at all would only provide the images of the cheque instead of the physical cheques;
- (c) for inward returned cheques, the Bank will not return to me/us the original cheques and may only forward to me/us either an inward return document (with a copy of the image of the original cheque) or notice of the dishonoured cheque at my/our own risk and expense.

5.2 I/We hereby agree that collection of foreign cheques shall be subject to all applicable rules, regulations and policies applicable to collection of foreign cheques, whether they are applicable to the Bank, to the agent bank or to the foreign bank.

### **6. Bank's Right Not To Collect Cheques**

6.1. I/We agree that the Bank reserves the right:-

- (a) not to collect any cheques crossed "account payee" or "a/c payee" with or without the word "only" made out in favour of third parties deposited by me/us into my/our Banking Accounts;
- (b) not to collect cheques made out in two or more payees' names with the word "and" placed between the two or more names into any individual Banking Accounts belonging to any one of the payees. For avoidance of doubt, the Bank may collect such cheques paid into a Joint Account held by ALL named payees of the said cheques;
- (c) not to collect cheques made out in two or more names with the phrase "and/or" placed between the two or more names into any Joint Account of the named payees or any individual Banking Accounts belonging to any one of the payees;
- (d) not to collect cheques made out in two or more names with the phrase "or" placed between the two or more names into any individual Banking Accounts of the payees or into any Joint Accounts maintained by the payees or any one of the payees with any other person; and
- (e) not to collect cheques for any reasons the Bank may at its absolute discretion deem fit without assigning any reasons thereto.

## **7. Limitation of Liability**

7.1 I/We agree that the Bank shall not be responsible for and I/We shall fully indemnify the Bank and hold the Bank harmless against all losses, costs and expenses which may be incurred by me/us or by the Bank howsoever arising in connection with any or all of the Banking Accounts including but not limited to the execution by the Bank of any instructions (notwithstanding that such instructions may be fraudulent or unauthorised) or if any of my/our Banking Accounts or any part thereof is reduced or frozen by any government or official authority.

7.2 I/We further agree that when the Bank incurs liability for or at my/our request, the Bank shall have a lien over any funds, securities, monies standing to my/our credit and other valuables deposited with the Bank or to be deposited with the Bank (whether deposited by way of security, safe custody or for any other specific purpose) belonging to me/us, and the Bank shall have the right to retain such funds, monies or securities and other valuables or any part thereof and even dishonour any cheques drawn or any withdrawals made by me/us from my/our Banking Accounts until the liability is settled.

7.3 I/We hereby agree that in no event will the Bank be liable for any lost profits, loss of business, loss of use, loss of goodwill, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages suffered by me/us by reason of any delay in performance or non-performance or breach of any obligations of the Bank whether arising from any negligence, breach of these terms and conditions or howsoever.

7.4 Notwithstanding anything to the contrary in these Terms and Conditions, the Bank's total liability hereunder however arising shall be limited to actual direct loss suffered by me/us (provided the same is supported by documentary evidence submitted by me/us to the Bank) which shall not exceed an aggregate of RM500.00 for all claims.

7.5 I/We further agree to indemnify the Bank on all claims made against the Bank and all penalties, damages, claims, losses, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which the Bank may incur:-

- (a) As a result of the Bank discharging a valid mandate requested by us/me;
- (b) As a result by the Bank enforcing any of its rights against me/us; and
- (c) As a result of the Bank complying with any Court judgment or any Court Order, or any decree or directive or order whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any Court actions or Court proceedings or from any other proceedings actions or claims other than that of a Court and which are applicable to or directed to or in any way related to me/us, and/or my/our Banking Accounts and or any other of my/our Banking Accounts of whatsoever description which is/are maintained with the Bank, and/or any information particulars or matters contained in any of the aforementioned Banking Accounts.

7.6 In furtherance of the provisions of this clause, I/We agree that any certificate issued by any manager or officer of the Bank to evidence such sum to be indemnified shall be deemed to be final, binding and conclusive as against me/us. I/We further agree that the Bank may in addition to any other rights which may have against me/us, debit or deduct the said sum from the Banking Accounts without giving prior notice to me/us.

7.7 I/We also further agree that the Bank shall not be responsible in any way whatsoever for any loss damage injury inconvenience or embarrassment suffered by me/us by reason of any delay in performance or non-performance of any obligations of the Bank herein due to any causes beyond the reasonable control of the Bank including but not limited to causes such as computer, electronic, electrical system failure malfunction or breakdown or the interruption, non-supply breakdown or failure in supply of electricity or power for any length of time.

## **8. Bank's Right to Set-Off**

8.1 I/We agree that in addition to any general lien or other similar right to which the Bank as bankers may be entitled at law, the Bank may at any time upon giving me/us seven (7) days prior notice, combine or consolidate any or all of my/our Banking Accounts with and the liabilities to the Bank and set-off or transfer any sum or sums standing in the credit of any or all of the Banking Accounts in or towards satisfaction of any of my/our liabilities to the Bank whether such liabilities to the Bank be primary or collateral or several and joint or for such monies mistakenly paid into my/our Banking Accounts by the Bank or any other third party. Further in, so far as my/our liabilities to the Bank are contingent or future, the Bank's liabilities to me/us to make payment of any sum(s) standing to the credit of any of my/our Banking Accounts shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.

## **9. Bank's Right to Debit Banking Account**

9.1 I/We agree that the Bank has the right to debit my/our Banking Accounts upon giving sufficient notice, any sum that has been credited into my/our Banking Accounts as a result of any suspicion of any tampered instrument/instructions/fraudulent transaction, whether with/without my/our involvement.

## **10. Closure of Banking Accounts**

10.1 I/We hereby agree that the Bank reserves its right to:-

- (a) Close any Banking Accounts if my/our name appear(s) in the Blacklist issued by the Bank Association of Brunei Darussalam by giving me/us fourteen (14) days notice of such intention.
- (b) Close any Banking Accounts for any reason whatsoever by giving fourteen (14) days notice of such intention and the Bank shall not be bound to disclose any reasons thereof.
- (c) Initiate auto closure of my/our Banking Accounts if there is no initial deposit placed within thirty (30) days from the date the account was created.

## **11. Depositing of Cheques by Depositing Machines or Deposit Boxes**

11.1 I/We hereby authorise the Bank to accept the depositing of cheques into my/our Banking Accounts which are deposited by way of cheque deposit machines/fast cheque deposit boxes provided by the Bank accompanied with the prescribed envelope and or deposit forms provided by the Bank (if applicable). I/We further agree that any receipts printed by the cheque deposit machine shall constitute sufficient evidence that the cheques(s) were deposited in the said machine and that I/We shall not hold the Bank responsible or liable to me/us if any cheque(s) was/were not enclosed in the prescribed envelope or the deposit form was not filled out in full with the relevant information or if the prescribed form is wrongly filled out with the incorrect account number, name or otherwise or if the account number, name or amount is wrongly keyed in on the cheque deposit machine/fast cheque deposit boxes.

11.2 I/We further agree that should the cheque(s) deposited through the cheque deposit machines or the fast cheque deposit boxes, where applicable, are not accompanied by the prescribed envelope and/or the cheque deposit slip and/or the name and/or the account number of the payee is not written or filled out on the cheque deposit slip and/or on the back of the cheque(s) and/or the envelope is not sealed and or the cheque(s) is/are not deposited into the relevant boxes and/or there are discrepancies between the name and account number on the cheque deposit slip and the cheque(s) that is/are being deposited or the account number, name and/or amount is wrongly keyed in on the cheque deposit machine or the cheque is a "Cash" cheque (hereinafter collectively referred to as the "Irregularities"), then the Bank has the right to exercise its absolute discretion on whether or not to collect on the said cheque(s).

11.3 In the event the Bank exercises its discretion to collect on such cheque(s) which contain the aforementioned Irregularities, the proceeds of such cheque(s) collected by the Bank may be credited into a Sundry Creditors Account maintained by the respective branches of the Bank. I/We further agree that the proceeds collected under the said cheque(s) shall be maintained in the Sundry Creditors Account until such time I/We make a claim for the respective amounts due to me/us under the said cheque(s) PROVIDED that I/We submit such evidence and or documents to the satisfaction of the Bank.

11.4 I/We further agree that the Bank reserves the right to request for any additional documents and/or evidence as it deems fit from me/us.

## **12. Transfer of Funds From the Banking Accounts via the ATM and/or Electronic Banking Services**

12.1 In the event I/We transfer any funds from any of my/our Banking Accounts to any of my/our Banking Accounts or to any Banking Accounts belonging to third parties, I/We hereby agree that the amount shall be automatically debited from my/our Banking Accounts upon completion of the transaction and deemed transferred to the receiving Banking Accounts and that I/We am/are not entitled to request the Bank to refund or re-credit my/our Banking Accounts for any reasons whatsoever.

## **13. Statement of Account**

13.1 A statement of the balances in my/our Banking Accounts will be made available to me/us by way of electronic channels/means. I/We acknowledge that I/We can still obtain the hardcopy statement, by requesting for the same so at any Maybank branch or self-service terminals. However, if I/We request for said additional hardcopy statements, a charge shall be imposed as shall be determined by the Bank as it deems fit. The amount of charges will be displayed at the Bank's notice board accordingly as the Bank deems fit. I/We understand that savings accounts statements are generated quarterly whilst current accounts statements are generated on monthly basis.

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

13.3 I/We further agree that if I/We fail to advise the Bank in writing of the non-receipt of the statement or fail to notify the Bank in writing of any errors, discrepancies, irregularities or unauthorised claims, debits or transactions in the statement within twenty one (21) days from the date of the statement (whether or not received by me/us), the records on the statement shall be conclusive evidence that transaction(s) stated in the said statement is/are properly carried out and I/We shall be deemed conclusively to have accepted all matters contained in the statement as true and accurate in all respects. Any disputes as to the transactions brought to the Bank's notice after the said twenty one (21) days shall not be entertained by the Bank. Any amendment thereafter of the statement shall be at the sole discretion of the Bank.

## **14. Rules and Regulations of Regulatory Bodies**

14.1 I/We hereby agree that in addition and without prejudice to any of the Terms and Conditions herein, the Terms and Conditions herein shall be governed by and subjected to the rules, regulations and guidelines from time to time issued by Autoriti Monetari Brunei Darussalam, the Bank Association of Brunei Darussalam and other relevant bodies made pursuant to applicable laws. I/We hereby agree that the availability and the continued availability of any of the services presently and/or hereafter from time to time and at any time offered by the Bank to me/us shall be dependent upon and subject to the said rules, regulations and guidelines.

## **15. Standing Instructions, Banking Transaction, Interest**

15.1 I/We hereby agree that any payment or transfer of funds to be made or effected pursuant to any standing instructions given to the Bank shall be subjected to such minimum balances being maintained in the Banking Accounts from which the funds are to be paid or transferred as may from time to time be prescribed by the Bank.

15.2 I/We further agree that all transactions carried out at the Bank shall be subject to such proof of identification that the Bank may at its absolute discretion require and shall be verified in such manner and method and by such other means that the Bank may deem fit and adopt from time to time including but not limited to identification by way of thumbprint verification manually, electronically and/or digitally. I/We hereby agree that the Bank shall not be liable to me/us for relying on any such verification process and proceeding to carry out any such Banking Transactions.

15.3 I/We agree that the interest on Banking Accounts shall only be payable according to the rates and conditions as advertised or notified by the Bank from time to time and may be limited to specific Banking Accounts or subject to minimum balances being maintained.

## **16. Specific Terms and Conditions**

16.1 I/We hereby agree that notwithstanding anything herein contained, the terms and conditions governing the operation of any specific Banking Accounts or the use of any card linked to any of my/our Banking Accounts as contained in any other document used in connection with such but not limited to accounts or card, notices, Savings Account passbook or Fixed Deposit receipts, brochures or advertisements of the Bank specifying such additional terms and conditions as being applicable shall apply and in the event of any inconsistency, shall prevail over the terms and conditions herein.

## **17. Interpretation**

17.1 The expression "Banking Accounts" shall mean all types of Savings Account, Current Account, Fixed Deposit Account and each and every other account which is offered by the Bank and which I/We maintain with the Bank including but not limited to Savings Accounts with Current Account features and if the context so requires shall mean any one of such accounts.

#### **18. Future Accounts**

18.1 I/We agree that the above terms and conditions together with any subsequent additions, deletions or amendments that the Bank may make from time to time shall apply to any future Banking Accounts which I/We may maintain with the Bank.

#### **19. Change of Term and Conditions**

19.1 I/We hereby acknowledge that the Terms and Conditions herein are not exhaustive and that the Bank reserves the right to add, modify or delete any of the Terms and Conditions and any such additions, modifications or deletions shall be binding on me/us and be deemed to have come to my/our attention by way of display at the Bank and at any of its branches and/or advertised by any other means that the Bank may deem fit at its sole and absolute discretion with prior notice to date of implementation. All previous terms and conditions shall be revoked and wholly superseded by this Terms and Conditions.

#### **20. Valid Assent of the Terms and Conditions**

20.1 I/We hereby agree that the signing of the Bank's application form for the opening of the Banking Accounts constitute a valid assent by me/us to the Terms and Conditions of the Bank and to any amendments thereof as herein provided.

20.2 In the event I/we am/are not agreeable to this Terms and Conditions, I/We shall hereby close my/our Banking Accounts, notify the Bank in writing of the same and return all related property of the Bank in my/our possession within twenty one (21) days of the date of my/our notice.

20.3 In the event I/we continue to maintain and operate the Banking Accounts twenty one (21) days after the effective date of this Terms and Conditions, I/we shall be deemed to have accepted this Terms and Conditions and the same shall be binding and conclusive against the me/us.

#### **21. Bank's Right to Decline Transactions**

21.1 I/We hereby agree that notwithstanding anything herein contained to the contrary, the Bank has the absolute right not to accept any deposit of any money or cheques and or allow or carry out any other transaction including withdrawals of money in respect of my/our Banking Accounts including but not limited to any transfers and telegraphic transfers of moneys from or to my/our Banking Accounts without assigning any reasons whatsoever to me/us.

#### **22. Disclosure of Customer Information and Personal Data under the Banking Order, 2006 and the Criminal Asset Recovery Order, 2012**

22.1 I/We consent and authorize the Bank to collect, process, disclose, transfer, maintain, store and retain my/our personal data to other entities within the Maybank Group including its branches in Malaysia and in other countries as well as local and overseas subsidiaries and other external parties, including but not limited to the parties/bodies listed in clause 22.2 below.

22.2 I/We also consent and agree to the Bank conducting credit checks and verification of information given by me/us in my/our application for the Banking Accounts or services with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. I/We also consent to the Bank's disclosure of my/our financial condition, details of accounts, account relationship with the Bank including credit balances to:-

- (a) government or regulatory authorities in Brunei Darussalam and elsewhere, including Autoriti Monetari Brunei Darussalam, Credit Bureau; ;
- (b) companies which are related to the Bank, or any associated company of the Bank or of its parent company (the Bank together with its related/associated companies are collectively referred to as "Maybank Group");
- (c) party(ies) providing services (including outsourcing vendors, lawyers, nominees, custodians, centralised securities depository or registrar, debt collection agents) to the Bank;
- (d) the Bank's agents, consultants and professional advisers;
- (e) the Bank's or any of the Maybank Group's assignees;
- (f) the police or any investigating officer conducting any investigation; and
- (g) any person to whom disclosure is permitted or required by any law, regulation, governmental directive or request.

22.3 The Bank may, subject to compliance with the applicable regulatory rules or guidelines, use or apply any information relating to me/us collected, compiled, or obtained by the Bank through or by whatever means and methods for such purposes as determined by the Bank.

22.4 Subject to my/our express consent, I/We hereby agree that the Bank's employees, independent contractor, representatives and/or agents to contact me/us from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any products or services promotion unless objected to in writing by me/us.

22.5 I/We also declare that all personal information and data set forth herein is/are all true, up to date and accurate and should there be any changes to any personal information or data set forth herein, I/We shall notify the Bank immediately.

#### **23. Force Majeure**

23.1 The events below shall be Force Majeure events, not limited to:-

- (a) earthquakes, floods, fire, plague, Acts of God and other natural disasters;
- (b) terrorism, riots, civil commotion or disturbances, war whether declared or not, strikes which lasts for three (3) months or more; and
- (c) all other events or situations beyond the control of the Bank.

23.2 The Bank shall not be liable to me/us or any third party for any inconvenience, injury, expense, liability, damages, loss of profits, earnings or goodwill if:-

- (a) the Bank is unable to perform any of its obligations hereunder or to provide any of the Services due to Force Majeure; or
- (b) if funds credited or debited from the Banking Accounts becomes inaccessible or diminish in value due to Force Majeure.

23.3 Where any currency in which the Bank must make payment becomes unavailable due to restrictions on convertibility or transferability or Force Majeure, the Bank may make payment in such other currency at the exchange rate determined by the Bank.



**24. Severability and Waiver**

24.1 If any Terms and Conditions are found to be illegal or prohibited, they shall be ineffective only as to the illegal or prohibited parts of such Terms and Conditions. The remaining Terms and Conditions shall not be affected.

24.2 Any waiver or indulgence granted shall not prevent the Bank from enforcing the other parts of the Terms and Conditions which are unaffected by such waiver or indulgence, or other rights or require the Bank to grant further indulgence. The rights and remedies provided by law are not excluded by these Terms and Conditions.

**25. Governing Law**

25.1 These Terms and Conditions shall be governed by the laws of Brunei Darussalam . The Bank may commence proceedings against me/us in Brunei Darussalam or elsewhere, irrespective of my/our place of residence or business or the place where the Banking Accounts is maintained.

**26. Successors Bound**

26.1 These Terms and Conditions shall be binding upon my/our heirs, personal representatives and successors-in-title and the successors-in-title and assigns of the Bank. I/We shall not assign any of my/our rights and interest in the Banking Accounts or the services. My/Our obligations and liabilities shall continue notwithstanding any change by amalgamation, reconstruction or otherwise in the constitution of the Bank.

**27. Security Procedure**

27.1 I/We hereby agree to keep my/our Security Details including but not limited to Passbook/ATMCard/Electronic Banking Password and PIN number and any other confidential information in relation to my Banking Accounts secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.

27.2 I/We hereby acknowledge that I/We must not disclose my/our Security Details any other confidential information in relation to my Banking Accounts to any other person or record my/our Security Details including but not limited to Passbook/ATM Card/Electronic Banking Password and PIN number and any other confidential information in relation to my Banking Accounts, in any way that may result in them becoming known to another person.

**28. Electronic Banking Services**

28.1 I/We may use the electronic banking services to perform any transactions or give instructions to the Bank on my/our Banking Accounts or any other services that are offered by the Bank under its electronic banking services. The electronic banking services are subject to further terms and conditions, which are available with the respective electronic banking services or upon request made to the Bank.

28.2 The terms and conditions applicable to the electronic banking services shall apply to me/us in the event the I/we use the electronic banking services to perform any transactions pertaining to my/our Banking Accounts.

28.3 The Terms and Conditions applicable to the respective electronic banking services are in addition to this Terms and Conditions. In the event of conflict and/or inconsistency between the Terms and Conditions herein and terms and conditions applicable for the respective electronic banking services, the terms and conditions applicable to respective electronic banking services shall prevail.

**29. Taxes**

29.1 Any goods and services tax or levies now or hereafter imposed by law or required to be paid in respect of any monies payable to or to be received by the Bank on any expenses incurred or to be incurred by the Bank (except where prohibited by law) shall be borne by me/us.

29.2 I/We agree that the Bank reserves the right to debit my/our Banking Accounts for such taxes or levies payable by me/us. In the event such debiting causes my/our Banking Accounts to be overdrawn, interest at the Bank’s prevailing rate(s) shall be charged accordingly to me/us.

**30. Dormant Account**

30.1 I/we agree that if no transactions are carried out on my/our Banking Accounts for a specified period or any other period determined by the Bank at its absolute discretion, the Bank may consider my/our Banking Accounts dormant and may impose a charge or fee on that account and close with prior notice to me/us and without assigning any reason thereof.

30.2 Current Accounts shall be considered dormant in the event there are no transactions for a period of (12) continuous months or any other period determined by the Bank at its absolute discretion.

30.3 Savings Account shall be considered dormant in the event there are no transactions for a period of twelve (12) continuous months or any other period determined by the Bank at its absolute discretion.

30.4 Once an account is considered dormant, I/we may either opt to reactivate my/our Banking Accounts or close the Banking Accounts before the available funds are transferred to the Autoriti Monetari Brunei Darussalam.

30.5 I/We agree that the Bank may also close the Banking Accounts or withdraw, suspend or terminate any or all of the services in accordance with any guidelines or rules of Autoriti Monetari Brunei Darussalam or anybody/association/regulatory authority or of the Bank.

30.6 I/We hereby agree that under the prevailing Banking Order, 2006 or any statutory amendments thereto, any moneys in the Banking Accounts not operated for six (6) years including any interest accrued to the credit of the Banking Accounts must be notified as “Unclaimed Monies” and shall be remitted to the Autoriti Monetari Brunei Darussalam and the Banking Accounts will then be closed by the Bank.

I / We acknowledge receipt  
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## Appendix on FD Interest Calculation

- a) Interest shall be calculated based on the formula:  
Principal x Interest x [Tenor (no,of days) / 365 ]

Principal	\$100,000.00
Interest rate	0.75%
Tenor	12 months (365 days)
Total interest amount	100,000 x 0.75% x [365/365] = \$750

\*Interest is only pay out during FD maturity.

## Appendix on Current & Saving Account minimum balance calculation:

Minimum balance is calculated based on the monthly average of the daily ledger balances.

Date	Debit	Credit	Ledger Balances
1-Jan-17	\$ -	\$ -	\$ 50.00
2-Jan-17	\$ -	\$ -	\$ 50.00
3-Jan-17	\$ -	\$ -	\$ 50.00
4-Jan-17	\$ -	\$ -	\$ 50.00
5-Jan-17	\$ -	\$ -	\$ 50.00
6-Jan-17	\$ -	\$ -	\$ 50.00
7-Jan-17	\$ -	\$ -	\$ 50.00
8-Jan-17	\$ -	\$ -	\$ 50.00
9-Jan-17	\$ -	\$ -	\$ 50.00
10-Jan-17	\$ -	\$ -	\$ 50.00
11-Jan-17	\$ -	\$ -	\$ 50.00
12-Jan-17	\$ -	\$ -	\$ 50.00
13-Jan-17	\$ -	\$ -	\$ 50.00
14-Jan-17	\$ -	\$ -	\$ 50.00
15-Jan-17	\$ -	\$ -	\$ 50.00
16-Jan-17	\$ -	\$ -	\$ 50.00
17-Jan-17	\$ -	\$ -	\$ 50.00
18-Jan-17	\$ -	\$ 50.00	\$ 100.00
19-Jan-17	\$ -	\$ -	\$ 100.00
20-Jan-17	\$ -	\$ -	\$ 100.00
21-Jan-17	\$ -	\$ 600.00	\$ 700.00
22-Jan-17	\$ 600.00	\$ -	\$ 100.00
23-Jan-17	\$ -	\$ -	\$ 100.00
24-Jan-17	\$ -	\$ -	\$ 100.00
25-Jan-17	\$ -	\$ -	\$ 100.00
26-Jan-17	\$ -	\$ -	\$ 100.00
27-Jan-17	\$ -	\$ -	\$ 100.00
28-Jan-17	\$ -	\$ -	\$ 100.00
29-Jan-17	\$ -	\$ -	\$ 100.00
30-Jan-17	\$ -	\$ -	\$ 100.00
31-Jan-17	\$ -	\$ -	\$ 100.00
		<b>Average Balance</b>	<b>\$ 93.33</b>