CITIBANK ACCOUNT TERMS AND CONDITIONS
(Effective 1 August 2019)
Table of Contents

PART A .................................................................................................................. 1
DEFINITIONS AND TERMS APPLICABLE GENERALLY ........................................ 1
DEFINITIONS ................................................................................................. 1
TERMS APPLICABLE GENERALLY ............................................................... 10
   Customer Instructions .............................................................................. 10
   Deposits and Withdrawals ..................................................................... 15
   Deposits .................................................................................................. 15
   Withdrawals ........................................................................................... 16
   Checks ..................................................................................................... 17
   Collection of Checks .............................................................................. 18
   Bills of Exchange/ Promissory Notes ...................................................... 18
   Funds Transfer ......................................................................................... 19
   Stop Payment Instructions and Stop Payment Cancellation Instructions . 20
   Statements/ Confirmations ..................................................................... 22
   Individual/Joint Account(s) .................................................................... 23
   In-Trust-For ............................................................................................. 25
   Account(s) in the name of a company .................................................... 26
   Charges/Commissions .......................................................................... 27
   Interest (Not applicable to the Islamic Account(s)) ............................... 28
   Suspension of Account(s) ...................................................................... 28
   Blocking of Accounts or Withholdings of Funds .................................... 28
   Closing of Account(s) ........................................................................... 28
   Assignment/ Transfer ............................................................................ 30
   Overdraft Facilities ................................................................................ 31
   Payments to and from Citibank Berhad, Malaysia .................................. 31
   Facilities ................................................................................................. 33
   Set-Off and Account Combination ....................................................... 35
   Exemption from Liability ....................................................................... 37
   Dealings with Citibank Berhad, Malaysia .............................................. 38
   Indemnity ................................................................................................. 39
   Disclosure of Customer Information ..................................................... 42
   Communication and Service of Documents and Change of Personal Details 48
   Obligation ............................................................................................... 52
   Payment Obligations ............................................................................. 52
   Application of other Terms ................................................................... 53
   Waiver and Exercise of Rights ............................................................... 53
   Rights Cumulative ................................................................................ 53
   Invalid or Unenforceable Provisions ..................................................... 53
   Rules and Regulations of Regulatory Bodies ....................................... 53
   Governing Law and Jurisdiction ......................................................... 54
   Headings ................................................................................................. 54
   Privacy for Consumers at Citi ............................................................... 54
   Modification of or Additional Service/Products ................................... 54
   My Representation ................................................................................ 55
   Compliance with Laws ......................................................................... 56
   Complying with Court Orders and Directives ..................................... 56

PART B .................................................................................................................. 57
SERVICES .......................................................................................................... 57
   Telephone Banking Service ................................................................. 57
   Citibank Online Internet Banking ("Citibank Online") ............................ 60
   Security Code for Citibank Online and Mobile App ............................. 63
   Citibank Debit & ATM Card Service .................................................... 64
   International Debit & ATM Card Service ............................................. 75
<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citibank GIRO Service</td>
<td>77</td>
</tr>
<tr>
<td>Citigold and Citi Priority Membership Terms And Conditions</td>
<td>80</td>
</tr>
<tr>
<td>Citi Mobile® Service Terms of Use</td>
<td>81</td>
</tr>
<tr>
<td>PART C</td>
<td>85</td>
</tr>
<tr>
<td>PRODUCTS</td>
<td>85</td>
</tr>
<tr>
<td>Savings Account (applicable to all types of Savings Account)</td>
<td>85</td>
</tr>
<tr>
<td>Citibank AcceleRate Savings Account (Protected by PIDM up to RM250,000 for each depositor)</td>
<td>86</td>
</tr>
<tr>
<td>Checking Account (applicable to all types of Checking Account)</td>
<td>88</td>
</tr>
<tr>
<td>Premium Checking Account (Protected by PIDM up to RM250,000 for each Depositor)</td>
<td>89</td>
</tr>
<tr>
<td>Citibank Step-Up Interest Account (Protected by PIDM up to RM250,000 for each Depositor)</td>
<td>91</td>
</tr>
<tr>
<td>Citibank Max Yield Account (Protected by PIDM up to RM250,000 for each Depositor)</td>
<td>94</td>
</tr>
<tr>
<td>Time Deposit</td>
<td>98</td>
</tr>
<tr>
<td>Islamic Account Terms and Conditions</td>
<td>100</td>
</tr>
<tr>
<td>Terms Applicable Generally</td>
<td>100</td>
</tr>
<tr>
<td>Savings Account-i (Protected by PIDM up to RM250,000 for each Depositor)</td>
<td>102</td>
</tr>
<tr>
<td>Checking Account-i (Protected by PIDM up to RM250,000 for each Depositor)</td>
<td>102</td>
</tr>
<tr>
<td>PART D</td>
<td>104</td>
</tr>
<tr>
<td>INVESTMENTS</td>
<td>104</td>
</tr>
<tr>
<td>Investment Terms and Conditions (applicable to all types of investments)</td>
<td>104</td>
</tr>
<tr>
<td>Application of Investment Terms</td>
<td>104</td>
</tr>
<tr>
<td>Customer Investment Profile</td>
<td>104</td>
</tr>
<tr>
<td>Risk Acknowledgement</td>
<td>104</td>
</tr>
<tr>
<td>Non Applicability of Compensation Fund set up under CMSA</td>
<td>106</td>
</tr>
<tr>
<td>United States Persons</td>
<td>106</td>
</tr>
<tr>
<td>United States Laws, etc</td>
<td>107</td>
</tr>
<tr>
<td>Settlement</td>
<td>107</td>
</tr>
<tr>
<td>Representations and Warranties</td>
<td>108</td>
</tr>
<tr>
<td>Affirmative Covenants</td>
<td>112</td>
</tr>
<tr>
<td>Off-setting Contracts</td>
<td>112</td>
</tr>
<tr>
<td>Termination of Contracts and Investment Accounts</td>
<td>113</td>
</tr>
<tr>
<td>Delivery</td>
<td>115</td>
</tr>
<tr>
<td>Investment Account</td>
<td>116</td>
</tr>
<tr>
<td>Nominee services</td>
<td>119</td>
</tr>
<tr>
<td>Investment Funds</td>
<td>123</td>
</tr>
<tr>
<td>Investment Decision/Indemnity and Request to Receive Information on Offshore Products and Services</td>
<td>125</td>
</tr>
<tr>
<td>Unit Trusts Account</td>
<td>126</td>
</tr>
<tr>
<td>Definitions</td>
<td>126</td>
</tr>
<tr>
<td>General</td>
<td>127</td>
</tr>
<tr>
<td>Transactions</td>
<td>128</td>
</tr>
<tr>
<td>Instructions</td>
<td>129</td>
</tr>
<tr>
<td>Statements</td>
<td>131</td>
</tr>
<tr>
<td>Investment Information</td>
<td>131</td>
</tr>
<tr>
<td>My Rights and Benefits as Investor</td>
<td>132</td>
</tr>
<tr>
<td>Investment Decision/Indemnity</td>
<td>134</td>
</tr>
<tr>
<td>Payments and Receipts</td>
<td>134</td>
</tr>
<tr>
<td>Safekeeping Services</td>
<td>136</td>
</tr>
<tr>
<td>Subscriptions/Redemptions</td>
<td>137</td>
</tr>
<tr>
<td>Right of Set-Off and Consolidation</td>
<td>138</td>
</tr>
<tr>
<td>Termination</td>
<td>138</td>
</tr>
<tr>
<td>Power to Delegate</td>
<td>139</td>
</tr>
<tr>
<td>Other Capacities</td>
<td>140</td>
</tr>
<tr>
<td>Taxes</td>
<td>140</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>141</td>
</tr>
<tr>
<td>Joint Account</td>
<td>143</td>
</tr>
<tr>
<td>In-Trust Account</td>
<td>144</td>
</tr>
<tr>
<td>Exclusion from Liability</td>
<td>145</td>
</tr>
<tr>
<td>Topic</td>
<td>Page</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Fees and Expenses</td>
<td>145</td>
</tr>
<tr>
<td>Funds Investment under EPF Plan</td>
<td>145</td>
</tr>
<tr>
<td>Dual Currency Account (Not protected by PIDM)</td>
<td>146</td>
</tr>
<tr>
<td>Definitions and Interpretation</td>
<td>146</td>
</tr>
<tr>
<td>Introduction to DCA</td>
<td>146</td>
</tr>
<tr>
<td>Subscription to Dual Currency Account</td>
<td>148</td>
</tr>
<tr>
<td>Confirmation Advice</td>
<td>148</td>
</tr>
<tr>
<td>Returns</td>
<td>149</td>
</tr>
<tr>
<td>Pre-termination and Partial Withdrawals</td>
<td>150</td>
</tr>
<tr>
<td>Adjustments</td>
<td>150</td>
</tr>
<tr>
<td>Termination of Contract</td>
<td>151</td>
</tr>
<tr>
<td>Maturity</td>
<td>151</td>
</tr>
<tr>
<td>Joint Account</td>
<td>152</td>
</tr>
<tr>
<td>Transfers and Assignments</td>
<td>152</td>
</tr>
<tr>
<td>Closure of the Settlement Account(s)</td>
<td>153</td>
</tr>
<tr>
<td>My Representation</td>
<td>153</td>
</tr>
<tr>
<td>My Indemnity to You</td>
<td>154</td>
</tr>
<tr>
<td>Investment Decision</td>
<td>154</td>
</tr>
<tr>
<td>Gold Account (Not protected by PIDM)</td>
<td>155</td>
</tr>
<tr>
<td>Market Linked Investment Account</td>
<td>156</td>
</tr>
<tr>
<td>Definitions and Interpretation</td>
<td>156</td>
</tr>
<tr>
<td>Introduction to Market Linked Investment Account</td>
<td>156</td>
</tr>
<tr>
<td>Subscription to Market Linked Investment Account</td>
<td>157</td>
</tr>
<tr>
<td>Confirmation Advice</td>
<td>157</td>
</tr>
<tr>
<td>Returns</td>
<td>157</td>
</tr>
<tr>
<td>Pre-termination and Partial Withdrawals</td>
<td>157</td>
</tr>
<tr>
<td>Adjustments</td>
<td>157</td>
</tr>
<tr>
<td>Termination of Contract</td>
<td>158</td>
</tr>
<tr>
<td>Maturity</td>
<td>158</td>
</tr>
<tr>
<td>Lien and Right of Set-off</td>
<td>159</td>
</tr>
<tr>
<td>Joint Account</td>
<td>159</td>
</tr>
<tr>
<td>Transfers and Assignments</td>
<td>160</td>
</tr>
<tr>
<td>Closure of Settlement Account</td>
<td>160</td>
</tr>
<tr>
<td>My Representation</td>
<td>160</td>
</tr>
<tr>
<td>My Indemnity to You</td>
<td>161</td>
</tr>
<tr>
<td>Investment Decision</td>
<td>161</td>
</tr>
<tr>
<td>Private Retirement Schemes</td>
<td>162</td>
</tr>
<tr>
<td>Definitions</td>
<td>162</td>
</tr>
<tr>
<td>General</td>
<td>162</td>
</tr>
<tr>
<td>Transactions</td>
<td>163</td>
</tr>
<tr>
<td>Instructions</td>
<td>163</td>
</tr>
<tr>
<td>Statements</td>
<td>164</td>
</tr>
<tr>
<td>Investment Information</td>
<td>164</td>
</tr>
<tr>
<td>My Rights and Benefits as Investor</td>
<td>164</td>
</tr>
<tr>
<td>Investment Decision/Indemnity</td>
<td>164</td>
</tr>
<tr>
<td>Payments and Receipts</td>
<td>164</td>
</tr>
<tr>
<td>Subscriptions/Redemptions</td>
<td>165</td>
</tr>
<tr>
<td>Right of Set-Off and Consolidation</td>
<td>165</td>
</tr>
<tr>
<td>Termination</td>
<td>166</td>
</tr>
<tr>
<td>Power to Delegate</td>
<td>166</td>
</tr>
<tr>
<td>Other Capacities</td>
<td>167</td>
</tr>
<tr>
<td>Taxes</td>
<td>167</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>167</td>
</tr>
<tr>
<td>Exclusion from Liability</td>
<td>168</td>
</tr>
<tr>
<td>Fees and Expenses</td>
<td>168</td>
</tr>
</tbody>
</table>

WMP /Retail Bank T&C / Version 15 /190801
THIS DOCUMENT states the terms and conditions governing my Account(s) with you and the Products and Services which you in your discretion may extend to me under the Account(s), now or at any time hereafter ("these Terms and Conditions"). I agree to observe and be bound by these Terms and Conditions and any additions or amendments as may from time to time be made by you.

I agree that you may amend or vary these Terms and Conditions at any time and from time to time with notice. Amendments or variations to these Terms and Conditions will be binding on me and my successor-in-title and will be deemed to have been incorporated into these Terms and Conditions. Such amendments or variations will be deemed to have been drawn to my attention by their being displayed at any of your offices or branches, by their inclusion in my statement of account, by a notice of the amendments and variations being sent to me, by being advertised or posted at your website, or by any other mode which you deem sufficient.

PART A

DEFINITIONS AND TERMS APPLICABLE GENERALLY

DEFINITIONS

(1) In these Terms and Conditions, the following terms and expressions have the corresponding meanings unless otherwise expressly stated or unless the context requires another meaning:

The words "I", "me", "my", "mine", "we", "us" and “Customer” refer to the person(s) who opened the Account(s) (defined below), and will, where the context so permits, include my Authorised Signatory(ies) (defined below).

The words "you", "your", "yours" and “Citibank” refer to Citibank Berhad (297089-M), Malaysia, and its successors and any novatee, assignee, transferee or purchaser of Citibank Berhad’s rights and/or obligations under these Terms and Conditions, and any reference to "Citibank Berhad" includes a reference to such successor, novatee, assignee, transferee or purchaser.

Where the Account(s) is opened by more than one person or by a Corporation, "I", "me", "my" and "mine" will read as "we", "us", "our" and "ours".

"Account(s)" means one or more Account(s) which I open (or which you open on my behalf) and maintain with you from time to time (being of any type or category, and whether opened in single or joint name(s) or in trust) and "Account" means any of them.

“Agreement” includes any agreement entered into by me with you in respect of my investment in any Products (including derivative Products).
"ATM" means an automated teller machine or card-operated machine, whether belonging to you or other participating banks or financial institutions or to the Visa Global ATM Network, MasterCard Global ATM Network or their respective affiliated networks, in respect of which you have a subsisting arrangement to allow me to use my Citibank Debit & ATM Card or Credit Card at such machine.

"ATM-PIN" means the ATM Personal Identification Number of the Citibank Debit & ATM Card or Credit Card, which you will allocate to me upon my request to utilise the ATM function of the Citibank Debit & ATM Card or Credit Card, or such other number as you may from time to time authorise.

“AUM” means assets under management.

“Authorised Person(s)” means a person or persons duly authorised by me from time to time to give instructions.

"Authorised Signatory(ies)" refers to any person(s) authorised by me to operate the Account(s) for and on my behalf pursuant to the Relationship Account(s) Opening Application Form and on the terms and conditions of the Letter of Authority or the Board Resolutions (as the case may be) duly signed by me and received by you.

“Authorities” means any competent regulatory, prosecuting, tax or governmental authorities in any jurisdiction, domestic or foreign.

"Board Resolutions” means the board resolutions to be signed by us (where we are a company) pursuant to the opening of our Account(s) with you.

“Burglary” means loss of any of my tangible personal property the full cost or portion of the cost which has been charged to a Citibank Debit & ATM Card (including Citibank Citigold or Citi Priority Debit & ATM Card) not being property excluded under a policy taken by you, following forcible and violent entry or exit from the premises or committed by a person or persons feloniously concealed in the location where my above tangible personal property is situated.

"Business Day" refers to any day on which banks are open for business in Malaysia other than Saturday, Sunday and gazetted public holidays in Malaysia and, for the purposes of Part D of these Terms and Conditions in the section entitled "INVESTMENT TERMS AND CONDITIONS", refers to, in relation to a payment for any transaction, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business in the place(s) (i) which may be specified in the Confirmation (defined below), and (ii) where the accounts for me and you for payment for that transaction in accordance with the relevant Agreement is located.

"CIN" means the Customer Identification Number as printed on the Citibank Debit & ATM Card or Credit Card, or such other number as you may from time to time authorise.
“Citibank Citigold Debit & ATM Card” means a card issued by you to a Citibank Citigold customer which enables the Citibank Citigold customer to conduct ATM transactions and/or Citibank Debit Card Transaction and any card issued in renewal or replacement of such card.

“Citibank Citi Priority Debit & ATM Card” means a card issued by you to a Citibank Citi Priority customer which enables the Citibank Citi Priority customer to conduct ATM transactions and/or Citibank Debit Card Transaction and any card issued in renewal or replacement of such card.

“Citibank Citibanking Debit & ATM Card” means a card issued by you to a Citibank Citibanking customer which enables the Citibank Citibanking customer to conduct ATM transactions and/or Citibank Debit Card Transaction and any card issued in renewal or replacement of such card.

"Citibank Debit & ATM Card" means a card issued by you which enables me to conduct ATM transactions and/or Citibank Debit Card Transaction (including Citibank Citigold/ Citi Priority Debit & ATM Card or Citibanking Debit & ATM Card) and any card issued in renewal or replacement of such card.

"Citibank Debit Card Transaction" means any point-of-sale debit payment transaction carried out using my Citibank Debit & ATM Card, the CIN and/or ATM-PIN, whether with or without my knowledge or authority (including payment for any goods, services and/or benefits).

"Citibank, N.A." means Citibank, N.A., a banking association organised under the laws of the United States of America.


"Citigroup Organisation" means any affiliate or subsidiary of Citigroup, Inc, present and/or future including any branches and/or representative officers of such affiliate and/or subsidiary.

“Clearance System” means any clearing agency, settlement system or depositary used in connection with Transactions and any nominee of the foregoing.

“CMSA” or “Capital Markets and Services Act 2007” means the Capital Markets and Services Act 2007 as amended or re-enacted.

“Collateral” refers to (i) the investments from time to time standing to the credit of the Account(s) or third party accounts or which are placed with you by third parties as security for my liabilities, together with all rights and interests arising from (a) any arrangement or contract for the sale, purchase, custody or management of such investments or (b) any transaction relating to my Account(s) or third party accounts; and (ii) all my monies and
other assets (including all proceeds thereof and interest and income thereon) now or subsequently held or received by you or your nominee for pledge, safekeeping or otherwise.

“Common Carrier” means a conveyance that is licensed for the carriage of passengers in accordance with the conditions and statutes laid down by the appropriate regulatory authorities and that is available for use by fare paying passengers.

“Companies Act” means the Companies Act, 2016 as amended or re-enacted.

"Confirmation" refers to any or all of the advices or confirmations which will be issued by you as a record of the terms of any Contract.

"Contract" means any contract concluded by me with or through you in respect of any investment transaction (including any derivative transaction) pursuant to the terms of any relevant Agreement.

"Contract Currency" means in relation to a payment for any transaction, the currency of such payment as specified in the Confirmation.

“Corporation” includes partnerships, firms, companies and bodies corporate and unincorporated.

"Credit Card" means a Citibank Visa, MasterCard, American Express and/or any other brand of any other card associations issued by you as renewed and/or replaced, and if more than one card or if a supplementary card is issued, includes such other card(s).

“Direct Damages” means actual damages or losses suffered by me or any other party as a result of a direct and immediate action by you and shall not include any compensation for special, punitive, indirect, incidental or consequential damages or losses of any kind whatsoever, including but not limited to loss of profits, business or value, whether or not foreseeable.

“Dual Currency Account” means the Dual Currency Account investment subscribed to by me which is a structured product investment with a derivative or option linked to the Reference Instrument stated in the Subscription Form, the Product Highlights Sheet and the Product Term Sheet.

“EPF” means the Employees Provident Fund established under the Employees Provident Fund Act 1991 as amended or re-enacted.

"Facilities" means such credit or other facilities which you may in your discretion agree to make available to me (whether solely or jointly with other party(ies)) or to third party(ies) from time to time.

“Fallen Through Advice” means the written notice sent by you to me to inform me that my application to subscribe to a Market Linked Investment has been declined by you;
“Fund” or “Funds” include mutual funds, unit trusts, private retirement schemes or other collective investment schemes distributed by Citibank.

“individual” means a natural person and includes a sole-proprietor.

“instructions” means any and all instructions (including approvals, consents and notices) received by you from, or reasonably believed by you to be from me or any Authorised Person(s), including any instructions communicated through any manual or electronic medium or system agreed between me and you.

"Interim Returns Advice" means the written notice sent by you to me to inform me of Returns, if any, on the Market Linked Investment prior to the Maturity Date.

"Letter of Authority" means the letter of authority executed by me whereby I authorise one or more persons to operate and give instructions in respect of the Account(s) for and on my behalf.

“Manager” means the management company of a Fund and includes its successors and assigns.

“Market Linked Investment” means the structured product investment subscribed to by me, with a derivative or option linked to the Reference Asset stated in the Subscription Form, the Product Highlights Sheet and the Product Term Sheet.

"Market Linked Investment Account" means the account opened by me for the purpose of investment in a Market Linked Investment.

"Maturity Advice" means the written notice sent by you to me upon the maturity of a Market Linked Investment or Dual Currency Account to inform me of the final Returns, if any, and the cessation of the investment.

"Maturity Date", in respect of a particular Market Linked Investment or a particular Dual Currency Account, means the date on which that particular Market Linked Investment or Dual Currency Account matures or ceases to invest.

“MEPS” means the Malaysia Electronic Payment Systems Sdn. Bhd., a service provider providing ATM network for all member banks and financial institutions in Malaysia.

"Payment Fund" means the monies which have been paid by me to you and kept in a separate suspense account opened and maintained by you for such purposes as you deem fit and which you may deal with in accordance with these Terms and Conditions.

“Payment Infrastructure Provider” means a third party that forms part of the global payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks.

“PIDM” means Perbadanan Insurans Deposit Malaysia.
"Point of Sale" or “POS” means a point of sale at which the Citibank Debit & ATM Card is used.

"Pre-termination" means my withdrawal of the whole Principal in respect of a Market Linked Investment or Dual Currency Account before the Maturity Date resulting in the termination of the Market Linked Investment or Dual Currency Account.

"Pre-termination Advice" means the written notice sent by you to me to confirm Pre-termination pursuant to my application.

"Pre-termination Date" means the date in a month on which Pre-termination will be effected regardless of when an application for Pre-termination was made; unless otherwise notified by you, the Pre-termination Date will be the 15th day of every month or the first Business Day after the 15th day of a month if this is not a Business Day;

"Principal" means the amount transferred to a Market Linked Investment Account from the Settlement Account(s) for the purpose of investment in a Market Linked Investment or Dual Currency Account which amount will not be less than RM50,000.00 or its equivalent in foreign currencies (or such other amount as you may determine) Provided Always that in the case of Dual Currency Account, the minimum criteria of RM50,000 or its equivalent set out above will not apply if the Principal is derived from the Principal and Returns thereon paid out from a previous Contract.

"Products" means those products listed under Part C of these Terms and Conditions under the section entitled "PRODUCTS" and such other products which you may in your discretion agree to make available to me from time to time.

"Product Highlights Sheet", in respect of a particular Market Linked Investment or Dual Currency Account, means the document named as Product Highlights Sheet containing a summary of details and particulars of that Market Linked Investment or Dual Currency Account.

“Product Term Sheet”, in respect of a particular Market Linked Investment or Dual Currency Account, means the document named as such and containing the details and particulars of that Market Linked Investment or Dual Currency Account.

"Reference Instrument/ Asset", in respect of a particular Dual Currency Account, means the underlying instrument (which can be a currency or a commodity, or a basket of any such instrument or any other benchmark chosen by you in your discretion) to which the derivative or option making up that Dual Currency Account is linked; or in respect of a particular Market Linked Investment, means the underlying asset (which can be a currency, an equity index, bond, commodity, an interest rate benchmark, a basket of any such assets, referenced index or any other benchmark chosen by you in your discretion) to which the derivative or option making up that Market Linked Investment is linked.
“regulation” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

"Relationship Account(s) Opening Application Form" means the Account(s) opening application form prescribed by you to be completed and signed by me for the opening of the Account(s) and commencement of a relationship account with you.

“RENTAS” means Real Time Electronic Transfer of Funds and Securities System operated and managed on behalf of Bank Negara Malaysia.

“Retail Bonds” means Ringgit and/or foreign currency denominated bonds issued and settled on RENTAS or any other systems, whether local or overseas.

“Returns”, in respect of a particular Dual Currency Account, means the interest made in respect of that Dual Currency Account; or in respect of a particular Market Linked Investment, means the interest, gain, profit or dividend made in respect of that Market Linked Investment.

“Robbery & Hold Up” means loss of any of my tangible personal property the full cost or portion of the cost which has been charged to a Citibank Debit & ATM Card (including Citibank Citigold or Citi Priority Debit & ATM Card) not being property excluded under a policy taken by you, following assault or violence or the threat of it.

“SCA” means the Securities Commission Malaysia Act 1993 as amended or re-enacted.

Departure times, transfers and destination points shall be established by reference to my Scheduled Flight ticket.

“Security Code” includes a one-time-PIN, Citi Mobile Token or any other security features made available by you for additional verification from me to proceed with my banking transaction.

“Securities Commission” means the Securities Commission Malaysia established under the SCA.

"Securities" includes all sums of money, stocks, shares, bonds, unit trusts, guarantees and securities of any kind, deposited with you from time to time.

"Services" means those services listed under Part B of these Terms and Conditions under the heading entitled "SERVICES" and such other services which you may in your discretion agree to make available to me from time to time, and the term "Service" will be construed accordingly.

“Settlement Account(s)” means, in relation to Market Linked Investment, my checking account or savings account (whether in local or foreign currency); or in relation to Dual Currency Account, my checking account, savings account or Overnight Deposit account.
(whether in local or foreign currency), whichever applicable, maintained by me with you from which Principal is transferred to a Market Linked Investment Account or Dual Currency Account and into which proceeds, if any, from the Market Linked Investment Account or Dual Currency Account are credited, as the case may be.

“Subscription Date” means the date on which I apply to subscribe to a Market Linked Investment.

“Subscription Form” means my application to you in the prescribed form or any other form acceptable to you to subscribe to the Market Linked Investment or Dual Currency Account on the basis of these Terms and Conditions, the Product Highlights Sheet or the Product Term Sheet and the Confirmation.

“Taxes” means all taxes, levies, impost, charges, assessments, deductions, goods and services tax, value added taxes, tax on the sale or disposition of any property, duties, withholdings and related liabilities, including additions to tax, penalties and interest imposed on or in respect of the Units, the Transactions, any products and/or services I have taken from you; provided that “taxes” does not include income or franchise taxes imposed on or measured by the net income of Citibank or its agents.

“Terms and Conditions” refers to this Citibank Account Terms and Conditions as may be revised or modified by us from time to time

“Theft” means any act of stealing or attempted stealing including snatch theft or pickpocketing but excluding Burglary, Robbery & Hold Up.

“Third Party Service Provider” means a third party selected by Citigroup, Inc, Citigroup Organisation, you and/or their/your officers, directors, employees, agents, representatives and/or professional advisers, to provide services to them/it and who is not a Payment Infrastructure Provider. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers and call centre service providers.

"T-PIN" has the meaning ascribed to it by the section in Part B of these Terms and Conditions entitled "Telephone Banking Service".

“Total Relationship Balance” means total relationship balance as you may set and notify me from time to time.

“Trade Date” means the date on which I apply to subscribe to a Dual Currency Account investment.

“Transaction” or “Transactions” means, in relation to investment in Units, the subscription for Units, the redemption of Units, the switching of Units, the transfer of Units or any other dealings in relation to the Units and/or my investments; or, in relation to the Citibank Debit & ATM Card, means any and all banking transactions effected through the use of the Citibank Debit & ATM Card and/or ATM-PIN, whether within or outside Malaysia.
and includes withdrawal of cash, purchase, payment, fund transfer, balance inquiry, deposit of cash and check, settlement of bills and any other electronic banking service as you may offer or introduce from time to time (whether via ATM (including non-Citibank ATMs), Point of Sale terminal, internet transaction or such other terminals or channels that are available to me). For avoidance of doubt, the term “Transaction” includes Citibank Debit Card Transactions.

“United States Person” or “US Person” is described as any of the following:

(a) Any citizen or resident of the United States of America including any person with a United States of America domicile;
(b) Any corporation, partnership or entity organized or existing under the laws of any state, territory or possession of the United States of America;
(c) Any estate or trust of which any executor, administrator or trustee is a United States Person;
(d) Any agency or branch of a foreign entity located in the United States of America;
(e) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a United States Person;
(f) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a United States Person;
(g) Any foreign partnership or corporation formed by a United States Person principally for the purpose of investing in unregistered securities;
(h) Any person including any corporation, partnership or entity organized or existing under any United States of America laws or otherwise, with a United States of America account mailing address; or
(i) Any natural person holding a United States of America Green Card;
(j) Any person including any corporation, partnership or entity organized or existing under any United States of America laws or otherwise who meets the “substantial presence test”, that is one who is present in the United States of America for at least 183 calendar days by counting all the days (at least 31) in the current year, 1/3 of the days in the immediately preceding year, and 1/6 of the days in the second preceding year;
(k) Any person defined as a US Person for United States of America Tax purposes; or
(l) Any company, corporation, partnership or entity owned or controlled by any U.S. Person (with ownership of 10% or more by a US Person).

“Units” means units of a Fund.

"Value Date", in respect of a particular Dual Currency Account, means the date stated as such in the Product Highlights Sheet for that Dual Currency Account, and is the date when the Principal is first invested;

"Withdrawal Advice", in respect of a Market Linked Investment means the written notice sent by you to me to confirm a Partial Withdrawal pursuant to my application.
“Withdrawal Date” means the date in a month on which a Partial Withdrawal will be effected regardless of when an application for Partial Withdrawal was made; unless otherwise notified by you, the Withdrawal Date will be the 15th day of every month or the first Business Day after the 15th day of a month if this is not a Business Day.

(1) A reference to:

(i) the singular includes the plural and vice versa;

(ii) a document (including these Terms and Conditions) is a reference to that document as amended, consolidated, supplemented, novated or replaced;

(iii) a person includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency, and it also includes the person’s successors, permitted assigns, substitutes, executors and administrators;

(iv) a law is a reference to that law as amended, consolidated, supplemented or replaced, and it includes a reference to any regulation, rule, statutory instrument, by law or other subordinate legislation made under that law, and any legislation, treaty, judgment, rule of common law or equity; and

(v) a "time" of the day is to Malaysia time unless otherwise stated.

(2) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(4) Headings are for convenience only and do not affect interpretation.

(5) If a payment or other act must (but for this paragraph) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day.

(6) If a period occurs from, after or before a day or the day of an act or event, it excludes that day.

**TERMS APPLICABLE GENERALLY**

**Customer Instructions**

1. I request and authorize you to open the Account(s) in my name and at any time subsequently to open all such further Account(s) in my name of whatever nature as I may request. A minimum deposit of such amount as may from time to time be set by you is
required to open an Account(s). I should be known to you and/or provide references acceptable to you.

I understand and agree that upon your acceptance and approval of my duly completed and signed Relationship Account(s) Opening Application Form for the opening of the Account(s) whether in single or joint name(s) or in trust, I am opening and beginning a relationship account with Citibank whereby I may from time to time request to open any other type or category of banking and/or investment accounts corresponding with the account title and signing authority as the Account(s) requested in the Relationship Account(s) Opening Application Form and/or apply for any banking services with you without the requirement for any further individual account opening process, supporting documents or references unless you inform me otherwise.

In the case of Joint Account(s), we understand and agree that any subsequent banking and/or investment account(s) and/or banking services can be opened or activated by us or any one or more of us, whichever applicable, subject to and following the same prevailing signing authority by which the Joint Account(s) is being operated, and we confirm that all of us will be jointly and severally bound by the terms and conditions applicable to the new account(s) so opened or services so activated. This paragraph is read together with the provisions of the “Joint Account(s)” section. We agree that you are not responsible in any manner for any complaints that may be raised by any of the Joint Account(s) holders pertaining to the execution of any contradictory instruction(s) from another Joint Account(s) holder.

2. I (We, in the case of Joint Account(s)) agree to be bound by these Terms and Conditions and by any other terms and conditions of Citibank applicable from time to time in respect of any Account(s) (including the features and services under the Account(s) which I/we may request from time to time) now existing or hereafter opened by me/us with you of any type or category and whether opened in single or joint name(s) or in trust; which terms and conditions will be deemed to be repeated in any subsequent account opening.

3. I agree to maintain a minimum monthly average balance in respect of my Account(s) or combined Account(s) as the case may be of such amount as may from time to time be fixed by you. You may levy a service charge of such amount as may from time to time be fixed by you and debit the same from any of the Account(s), or close any or all of them if such balance falls below your minimum requirement or if I, fail to operate any Account(s) satisfactorily.

4. I authorise and request you (where applicable):-

   (a) to honour and comply with all checks, drafts, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made on my behalf drawn upon or addressed to or made payable with you regardless whether my Account(s) is in credit or in debit or may become overdrawn in consequence or otherwise but without affecting your right to refuse to allow any overdraft or increase of overdraft beyond any specified overdraft limit from time to time;
(b) to honour and comply with any orders to withdraw any or all money on any Account(s) in my name and instructions to deliver, dispose of or deal with any securities, deeds or documents or other property (including security boxes and their contents) from time to time in your possession for my Account(s) whether by way of security or safe custody or otherwise; and

(c) to transfer funds and/or make payments between my Account(s) electronically through one or more payment systems operated by third parties and/or accounts for which I am an authorised signatory (subject to terms of mandates for such latter accounts) or to any third party. For the purposes of this paragraph, “third party” includes my accounts with another financial institution or my accounts with a bank within your group of companies outside Malaysia.

5. You are authorised to execute instructions in respect of any transaction concerning my Account(s) given by me or my Authorised Signatory(ies) either in person or by telephone (which need not have any call back procedure), cable, telex, electronic mail, the Internet or ATM (or by any other telecommunications or electronic or non electronic mode of communication), in English or Bahasa Malaysia using the prescribed relevant instruction forms and:-

(a) you may rely on such instructions given by my Authorised Signatory(ies) or any person purporting to be me or my Authorised Signatory(ies) unless and until you have received notice acceptable to you of any change of an Authorised Signatory from me and have had a reasonable time to act (after which time you may rely on the change);

(b) you are entitled to rely on any such communication, instrument or document believed by you to be genuine and correct and to have been duly signed or sent by me or my Authorised Signatory(ies);

(c) where I have authorised more than one Authorised Signatory to operate my Account(s), you are entitled to act on the instructions of any one or more of such Authorised Signatory(ies) as if they were my instructions unless you receive from me, instructions to the contrary;

(d) you may require that instructions be confirmed in such manner as you may specify from time to time and you may in your discretion and without notice refuse to act on any such instructions until you receive such confirmation satisfactory to you;

(e) you may require me to give written instructions (and any other documentary evidence of authority) in the case where the proceeds of any transactions (including placements) or any funds in the Account(s) are to be credited or remitted to any Citibank account not in my name or to another bank account;

(f) you may elect not to act upon my instructions where it results in the total amount of orders exceeding the credit balance in my Account(s) or the amount of Facilities made available to me, but if you do so, you may elect which of such orders to execute in whole or in part and I will be responsible for the resulting overdraft, advance or credit availed. You are not liable for any consequences arising out of your
failure or delay in executing such instructions owing to insufficient funds or Facilities. If you elect to implement the instructions notwithstanding such insufficiency, then you may do so without seeking prior approval from or giving notice to me;

(g) in the case of telephone instructions you may ask questions about me and about the particulars of my Account(s) to try and verify my identity;

(h) subject to any applicable law, I consent to telephonic or electronic recordings for security and quality of service purposes and agree that you may provide telephonic or electronic recordings or computer records as evidence of instructions and other verbal communications in any proceedings, complaints or dispute brought in connection with these Terms and Conditions and our banking agreement;

(i) instructions given by me or by my Authorised Signatory(ies) will be governed by and carried out subject to all prevailing laws, regulations, directives, operating procedures, market practices, customs and other practices of any relevant stock exchange, Clearance System or market applicable at the place of performance of the instructions, or where or through which they are to be executed or carried out or to which you would otherwise be subject; and

(j) Notwithstanding any other provision under this terms and conditions, you may refuse to act on any instructions given by me and you shall not be liable for any consequences arising out of your refusal for executing such instructions, if:-

(i) there are insufficient funds in my account for you to execute my instruction;

(ii) my account is closed, frozen or inaccessible for any reason or any funds in my account has been earmarked;

(iii) any order of court of any jurisdiction or any regulatory authority (domestic or foreign) received by you prohibits you from executing such instruction;

(iv) such instructions are inconsistent with any applicable law, rule or other regulatory requirement of any jurisdiction, domestic or foreign, or any agreement entered into with and between Authorities;

(v) or if you (or Citigroup, Inc, Citigroup Organisation or your or their Third Party Service Providers) have any reason to doubt the authenticity of the instruction or if you reasonably believe that by carrying out the instructions you (or Citigroup, Inc, Citigroup Organisation or your or their Third Party Service Providers) might break a law or regulation or other duty that applies to you or them as well as block the Account(s), any payments and/or transactions; or

(vi) any circumstances not within your control which prohibits or prevents you from carrying out the instruction notwithstanding reasonable precaution taken by you.

6. If there is any ambiguity or conflict in the instructions you receive from me and/or my Authorised Signatory(ies), you may choose not to act upon them unless and until the ambiguity or conflict has been resolved to your satisfaction or you may choose to act only
on the instructions of all the Authorised Signatory(ies) notwithstanding that any relevant existing mandate or instructions require otherwise.

7. If instructions are given in writing but delivered by either a courier or a messenger or through the post, you are requested and authorised, but not obliged, to act in accordance with the instructions without inquiry on your part as to the authority or identity of the person so instructing or the authenticity of the original document so transmitted or received.

However, you reserve the discretion not to carry out any such instructions if you have any reason to doubt its authenticity or if in your opinion it is unlawful or otherwise improper to do so.

8. You may at any time at your discretion verify the authenticity or validity of the instructions or the signature(s) in the instructions by requiring me to send the original copy of the document within the period stipulated by you and/or call back to me to confirm the instructions and/or require me to provide such other further information and execute other documents which you may deem necessary, failing which you may treat the instructions as not having been given.

9. In consideration of you acting in accordance with such instructions, to the fullest extent permitted by law, I will indemnify you and keep you indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by you of whatever nature and however arising, out of or in connection with such instructions.

10. Any instructions to you on the opening or closing of any of the Account(s) and its operation and changes to any of the instructions or matters relating to the Account(s) will be given in the appropriate mode in accordance with the manner of operating the Account(s) or giving instructions as described in the Relationship Account(s) Opening Application Form or any mandate for account operation or any letter of authority.

11. You are not required to effect my instructions except during banking hours on Business Days. Any instructions received after the applicable cut-off time on a Business Day will be acted upon on the following Business Day. In order to comply with my instructions you may, without giving me prior notice, use the services of a correspondent bank.

12. You are authorised to treat as valid and binding on me and to act on any instructions (whether oral or written) purportedly given by me or any person authorised by me, without being obliged to enquire or verify as to the identity or authority of the person(s) giving or purporting to give such instructions or its authenticity, and regardless of the circumstances prevailing at the time of such instructions or the nature of the transaction and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instructions, including instructions given or purported to be given by me to you pursuant to the following services (where applicable):-

(a) my use of the Telephone Banking Service; and

(b) my use of Citibank Online Internet Banking Service.
13. Any change of signature will only take effect upon signing of Change of Signature Requirement Form.

14. You are not responsible for any loss, damage or liability suffered by me and I will indemnify you fully on demand against any loss, liability, claim or expense (including legal fees) which you may incur as a result of acting on any instruction which you believe in good faith to be given by me or my Authorised Signatory(ies).

Any losses or damages that you will be liable for under these Terms and Conditions (if any) will be limited to Direct Damages only.

**Deposits and Withdrawals**

15. I will make deposits to or withdrawals from the Account(s) in such manner as you may prescribe and I agree to correctly state to you the amount I wish to deposit or withdraw and the title and number of the Account(s). Receipt tickets for deposits or withdrawals will be validated by your machine stamp, computer terminal or by any of your officers.

16. The signature(s) on the transaction receipt is/are to correspond with the specimen signature(s) as contained in your computer records. You reserve the discretion, but are not obliged, to accept deposits or allow withdrawals if my or my Authorised Signatory's(ies') personal identity card or any other forms of authorisation is/are not produced provided you are satisfied with some other form of identification or authorisation.

17. I agree to be bound by any terms and conditions governing deposits to or withdrawal from any Account(s), including terms and conditions (if any) found on the reverse face of the transaction receipt, which terms and conditions are deemed to have been read by me.

18. I agree not to pay in any checks or money to any Account(s) that is already closed by you and you are not liable for accepting checks or money for the credit of any such Account(s). I will not issue any checks in respect of any closed Checking Account and you will not be liable for dishonouring any checks drawn on the closed Checking Account notwithstanding that payment may have been received by you for such Account.

**Deposits**

19. Cash deposit(s) which are not verified immediately are subject to count by you. If the amount indicated on the receipt ticket differs from that of your later cash count, your count will be final and conclusive.

20. Deposit(s) established with the proceeds of checks will be value dated after clearance.

21. All checks which are deposited are received by you as agent for collection and you may without any liability to me, to the fullest extent permitted by law either:-
route any check for collection to the maker, drawee or other payee for handling in accordance with their respective regulations and for payment in cash, bank draft or otherwise; or

refrain from presenting, demanding, collecting or giving notice of non payment or dishonoured with respect to any such check on any Saturday, Sunday or other holiday.

All checks may be charged to me at any time unless full and final payment is received by you.

You may refuse to accept for collection checks drawn to the order of third parties. I have to make prior arrangements with you for the confirmation of prior endorsements.

22. All check deposit(s) are subject to your hold period and you are entitled to prohibit my withdrawal of the same pending your actual receipt of funds.

23. In receiving checks for deposit, you act only as collecting agent and are not responsible for the realisation of such checks. If you do not receive payment of the amount of any check for any reason, you are entitled to charge back or claim reimbursement for such amount, including the amount of any check drawn on you which cannot be paid for any reason and whether or not such check is returned to me.

24. You may, at any time discharge all your liability with respect to the deposit(s) by mailing to me, at my last known mailing address notified to you, a draft or drafts in the currency of the deposit(s) payable to the order of the account holder(s) in the amount of the principal and interest accrued, if any. In the case where a deposit is made in more than one person's name, the draft will be made payable to all the holders of the deposit(s) but mailed to the specific address indicated as the mailing address for the Account(s).

25. If I have drawn on any deposit in the Account(s) when no actual payment has been received by you, I authorise you to reverse the credit entries and to take any other necessary steps without notice to me and I agree that any such reversal of entries and such action taken by you is binding on me.

26. You may use such rate of exchange for currency conversion as you deem fit when I instruct you to credit the Account(s) with the Ringgit Malaysia equivalent of any foreign currency deposit or, as the case may be, to credit the Account(s) with the relevant foreign currency equivalent of any Ringgit Malaysia deposit.

Withdrawals

27. Except by prior arrangement with you, I may not withdraw any deposit(s) made to the Account(s) until you have received actual payment of the funds.
28. I may only draw on the Account(s) having a credit balance or with a pre-approved overdraft or Facilities granted by you to me subject to your pre-approved limit and you may at your discretion credit my Checking Account with any available funds from my Savings Account.

29. You are not obliged to act on any instructions given by me for the withdrawal of the deposit(s) unless you receive such instructions given to you by me in accordance with the section in Part A of these Terms and Conditions entitled “Customer Instructions”.

30. Withdrawal from foreign currency accounts will be made only by your drafts or telegraphic transfers in the currency of the account at my request in writing, by authenticated cable or such other methods as may be made available by you, and is subject to the availability of funds. Such request may be in the form of a sight draft drawn upon you. You may, pay me in any such currency as may then be in local circulation.

Checks

31. You are entitled to debit the Account(s) (including any Investment Account) with the amount previously credited in relation to the check or draft if any check or draft is dishonoured. You may apply your prevailing selling rate on the date of debit when charging back or claiming reimbursement where such previously credited amount is in a currency other than Ringgit Malaysia. Dishonoured or returned checks or such other dishonoured negotiable instruments may be returned to me by ordinary post at my sole risk and expense. I must and will reimburse you for any loss which you suffer as a result of such dishonour of checks or other dishonoured negotiable instruments.

32. I may draw on your checks in such currency as you may from time to time allow and, unless otherwise agreed, on check forms provided by you. You may refuse to honour any checks where in your opinion the signature differs from the specimen signature furnished to you. You may also refuse to make cash payment on checks drawn on you where the word "Bearer" on the checks presented for payment has been cancelled.

You may refuse to accept for collection any check which in your opinion is irregular in any manner.

33. You may in your discretion refuse to accept any check (including any check drawn to the order of third parties) or other financial instrument for deposit. I must make prior arrangements with you for the confirmation of prior endorsements.

34. Upon receipt of a returned foreign currency check which was not honoured by a drawee bank because of insufficiency of funds, forgery, stoppage of payment or any other reason, your prevailing selling rate on the date of return will be applied when you charge back or claim reimbursement for such previously credited amount.

35. I assume full responsibility for the genuineness, validity and correctness of all signatures, endorsements and particulars appearing on the checks. All checks may be charged to me at any time unless full and final payment is received by you.
36. Checks in such foreign currency as you may from time to time allow are drawn on you in Malaysia and may be sent to you in exchange for sight drafts drawn on Citibank or for reimbursement by telegraphic transfer.

**Collection of Checks**

37. This section applies to any account ("Joint Account(s)") which is in the joint names of two or more persons, for example, “X” and “Y” ("Joint Account(s) holders"). Each of the Joint Account(s) holders authorizes and requests you:

   (a) to collect checks made payable jointly to the Joint Account(s) holders (i.e. made payable to “X” and “Y”) for the account of, and pay the proceeds of the collection into, the Joint Account(s);

   (b) to collect checks made payable to any one of the Joint Account(s) holders (e.g. made payable to “X” only) for the account of, and pay the proceeds of the collection into, either:

      (i) the Joint Account(s); or
      (ii) the individual Account(s) of the Joint Account(s) holder named as payee of the check; and

   (c) to collect checks made payable jointly and/or severally to the Joint Account(s) holders (i.e. made payable to “X” and/or “Y”) for the account of, and pay the proceeds of the collection into, either:

      (i) the Joint Account(s); or
      (ii) the individual Account(s) of any one of the Joint Account(s) holders;

as you may at your discretion think fit.

You will not be held liable for any damage or loss resulting from payments of such proceeds of checks and such payments will be binding on all Joint Account(s) holders, jointly and severally, whether or not such payments were made with the knowledge, acquiescence or authority of any other Joint Account(s) holder.

**Bills of Exchange/ Promissory Notes**

38. If any bills of exchange, promissory notes or negotiable instruments in respect of which I am liable to you as drawer, acceptor, endorser or otherwise is not paid on the due date, you are at liberty at any time to debit the Account(s) without affecting your rights and remedies against me or any other parties under the said bills, promissory notes or negotiable instruments or other documents, and without affecting your rights to realise any other securities or goods held by you in connection with or as security for such bills, promissory notes, negotiable instruments or other document.
Funds Transfer

39. The word "draft" used in this section refers to demand drafts and Cashier’s Orders, and the expression "transferred funds" refers to any money transferred from one Account to another Account or to a third party account (whether or not opened and maintained with you) pursuant to a cable transfer or internal transfer application or through one or more payment systems operated by third parties.

“Third party” includes my accounts with another bank or my accounts with a bank within your group of companies outside Malaysia.

40. Encashment of the draft or payment of the transferred funds is subject to any laws and regulations of the country where the draft is to be encashed or payment is to be made. Your liability in this respect will not exceed the extent to which payment may be allowed by such laws and regulations in the currency in which the draft is drawn or transferred funds are to be sent.

41. At my request, you may (but are not obliged to) refund or purchase from me the amount of the draft or the transferred funds and in the case of drafts, upon your receipt of the drafts duly endorsed by the applicant, at the then current demand buying rate for the currency in question less costs, charges, expenses and interest (where applicable) provided you are in possession of the funds for which the payment instructions were issued free from any exchange or other restrictions.

42. Unless otherwise agreed in writing, you may at your discretion convert the funds received from the applicant into foreign values at your selling rate on the day such funds are received. Your written statement that you have effected such conversion is conclusive and binding on me.

43. Currency other than that of the country to which the remittance is made will be payable to the payee in the currency of the said country at the buying rate of your correspondents or agents unless the payee arranges with the paying correspondent or agent to obtain payment in some other currency upon paying all charges incurred or levied by your correspondent or agent in connection with it.

44. You may take your customary steps for issue of drafts or for remittance according to these Terms and Conditions. You may send any message relative to this transfer in explicit language, code or cipher.

45. If any draft issued to me is lost, stolen or destroyed, you may agree to issue at my cost and expense a replacement draft or refund to me the purchase amount of such draft, provided that I execute in your favour such indemnities against liability for the lost, stolen or destroyed draft as you may require, or place with you such sums as determined by you which will be refunded to me upon such conditions as you may impose.
46. In issuing traveller's checks, you are acting only as an agent of the actual issuer and the purchase and sale is governed by the relevant purchase agreement between me and the actual issuer of such traveller's check.

47. Transfers of funds from the Account(s) to third parties may only be effected subject to such maximum limit and any other conditions you may prescribe from time to time. Where my funds transfer instruction is given vide telephone instruction (if applicable), I acknowledge that you have the discretion not to carry out my funds transfer instruction without giving any reason for it.

48. To the fullest extent permitted by law, you, your employee(s) and any of your correspondents, agents, sub-agents, other agents and/or their employee(s) are not responsible for any delay, mistake, neglect or omission in effecting the transfer of funds and/or the making of any payment.

Stop Payment Instructions and Stop Payment Cancellation Instructions

49. You may at your discretion elect to act upon my instructions to countermand or stop payment of a payment instrument (“Stop Payment Instructions”) or my instructions to cancel any Stop Payment Instructions previously given by me to you (“Stop Payment Cancellation Instructions”). I can only request you for Stop Payment Instruction or Stop Payment Cancellation Instructions if I agree to, and comply with, the provisions set out in this section. For the purposes of this section under the sub-heading “Stop Payment Instructions and Stop Payment Cancellation Instructions”, the expression “payment instrument” includes checks, demand drafts, Manager’s Check and Payment Orders.

50. If I give any Stop Payment Instructions or any Stop Payment Cancellation Instructions, you are not liable or responsible for any delay or omission in executing such Stop Payment Instructions or Stop Payment Cancellation Instructions on such payment instrument.

51. If so required by you, I will sign your standard Stop Payment Instructions Form in order to effect such Stop Payment Instructions or, as the case may be, your standard Stop Payment Cancellation Instructions Form in order to effect such Stop Payment Cancellation Instructions. My instructions must specify the serial number of the payment instrument, the date of issue, the payee’s name (if any) and the amount, and will be valid for six (6) months from the date of such payment instrument or such other period as you may stipulate.

52. I agree that you reserve the right to levy a service charge of such amount as you may stipulate for complying with each Stop Payment Instructions as well as an additional service charge of such amount as you may stipulate if the payment instrument in respect of which I have issued Stop Payment Instructions is drawn against insufficient funds.

53. I further agree:-

(a) to the fullest extent permitted by law, to fully indemnify you and keep you fully indemnified against any and all losses, claims, actions, proceedings, damages, costs
and expenses which may at any time or times be incurred or sustained by you however arising in connection with the issue of and/or your complying with any Stop Payment Instructions and/or Stop Payment Cancellation Instructions and/or your exercise of any of your rights in connection with the above;

(b) to notify you promptly in writing if the payment instrument in respect of which I have issued Stop Payment Instructions is recovered or destroyed or if for any other reason the Stop Payment Instructions may be cancelled or withdrawn;

(c) that upon the expiry of the validity period of the payment instrument in respect of which I have issued Stop Payment Instructions (which, if it is a check, is six (6) months from the date of the check), such Stop Payment Instructions will lapse and cease to be effective;

(d) that any Stop Payment Instructions will not be effective in the event that the payment instrument in respect of which they are issued has been paid by you:-

(i) before your receipt of the Stop Payment Instructions; or

(ii) after your receipt of the Stop Payment Instructions but before you are able to execute the Stop Payment Instructions;

(e) that unless you otherwise decide, any Stop Payment Instructions will also not be effective in the event that:-

(i) the validity period of the payment instrument in respect of which they are issued (which, if it is a check, is six (6) months from the date of the check) has expired prior to the date of your receipt of the Stop Payment Instructions;

(ii) I am not able to provide you with the serial number (or such other details as you may require) of the payment instrument in respect of which they are issued;

(f) that any Stop Payment Cancellation Instructions will not be effective in the event that you have refused payment of the payment instrument in respect of which they are issued:-

(i) before your receipt of the Stop Payment Cancellation Instructions; or

(ii) after your receipt of the Stop Payment Cancellation Instructions but before you are able to execute the Stop Payment Cancellation Instructions;

(g) that notwithstanding the Stop Payment Instructions, to the fullest extent permitted by law, you are not liable to me for any payment made on the payment instrument in respect of which I have issued such Stop Payment Instructions due to any error, inadvertence or carelessness;
(h) that notwithstanding the Stop Payment Cancellation Instructions, to the fullest extent permitted by law, you are not liable to me for any refusal of payment on the payment instrument in respect of which I have issued such Stop Payment Cancellation Instructions due to any error, inadvertence or carelessness;

(i) without affecting and regardless of anything to the contrary which may be contained in any other provisions of these Terms and Conditions:-

(i) you are authorised, but not obliged, to rely upon and act in accordance with any Stop Payment Instructions or Stop Payment Cancellation Instructions which may from time to time be, or purport to be, given by me via the telephone (i.e. by way of telephone instructions, if applicable);

(ii) you are absolutely entitled (but not obliged) to treat such Stop Payment Instructions or Stop Payment Cancellation Instructions received by you via the telephone, if applicable, as authentic, valid and effective and issued or given by and binding upon me and you are entitled (but not obliged) to execute such Stop Payment Instructions or Stop Payment Cancellation Instructions;

(iii) if you should execute such Stop Payment Instructions or Stop Payment Cancellation Instructions received by you via the telephone, if applicable, you are entitled (but not obliged) to confirm your receipt of such Stop Payment Instructions or Stop Payment Cancellation Instructions by letter posted or delivered as soon as practicable.

54. I will give you notice if any payment instrument is recovered or destroyed or if the Stop Payment Instructions are to be cancelled.

**Statements/ Confirmations**

55. You will issue and send to me statements of account (as well as Confirmations of any Contract) at monthly intervals or at such intervals as you may think fit.

56. I agree to verify promptly the correctness of all details contained in (i) each statement of account, printed form and deposit slip (including all its amendments); and (ii) each confirmation of any Contract and to inform you within twenty-one (21) days from the date of such statement of account or Confirmation (as the case may be) of any discrepancies, errors or wrongful credits or debits whether made or paid out as a result of forgery, fraud, lack of authority, negligence or otherwise by any person.

57. Upon the expiry of the twenty-one days period specified in paragraph 56 above, the details in the Account(s) and such Confirmations will be conclusive against me without further proof that such details are correct, except as to any alleged errors so notified and any payments made on forged or unauthorised indorsements, but subject always to your right to amend or delete from time to time any details wrongly inserted by you as set out in paragraph 58 below. Except as provided in this paragraph, you are free from all claims in respect of the
Account(s) and the details of the transactions contained in any statement of account or Confirmation.

58. Notwithstanding any statements of account, Confirmations or notices sent by you to me, you have the right to reverse any entry, demand refund of and/or debit the Account(s) in respect of any overpayment or wrongful credit into the Account(s).

59. In respect of Confirmations received in respect of a Contract:

(a) A Confirmation will normally be sent by you after the execution of any Contract at your discretion. Each Confirmation constitutes a supplement to and forms an integral part of the Agreement.

The Account will be subject to the terms of such Confirmation.

I acknowledge that the terms of any Confirmation will supersede all previous agreements, arrangements or understandings with respect to the Account and be final and conclusive evidence of the terms of an Account.

(b) It is my responsibility to ensure that every Confirmation is received in due time according to the ordinary course of posting and to make enquiries with and obtain the same from you expeditiously if not duly received by me.

(c) Any Confirmation is validly given if despatched to my address last registered with you and is deemed to have been received by me within a generally acceptable time for that means of communication.

(d) In the event of any conflict or inconsistency between the provisions of any Confirmation and the Agreement, the Product Highlights Sheet or the Product Term Sheet, the Subscription Form and/or any other documents, the provisions of such Confirmation will prevail for the transaction contemplated in the Confirmation.

60. Any notice or demand or any certificate as to the amount due and owing to you is conclusive and binding upon me if signed by any one of your officers or any one of your branches in any jurisdiction.

61. In particular (and without limitation), where a rate of exchange, price, interest rate, interest amount or any other yield or amount is to be determined by you, each such determination will be conclusive and binding on me. You will make each such determination in good faith and in accordance with generally accepted practices in the relevant market.

**Individual/Joint Account(s)**

62. If I am an individual, my executor(s) or administrator(s) will be the only persons recognised by you as my successor(s) in the event of my death. Upon my death, you are entitled to
retain any Investment held for, and any monies payable to me until my successor produces to you the requisite and appropriate legal authorisation, such as a grant of probate or letters of administration.

In the case of Joint Account(s), the Joint Account(s) holders are jointly and severally liable for all liabilities incurred on the Joint Account(s).

63. Any certificate, statement (including the Statement), notice, demand or other communication which is given by you to me or if it is a Joint Account(s), to the primary account holder of the Joint Account(s), will be deemed to be given to and will be binding on all of us as though it had been given to all of us and we confirm that each of us is individually authorised to receive any and all such certificates, statements, notices, demands or other communications from you on behalf of all of us.

64. Where the Joint Account(s) is operated with a single signing authority:

(a) oral or written instructions from any one of the Joint Account(s) holders will be accepted and will be binding on the other Joint Account(s) holders; and

(b) where new products and/or services are made available to us from time to time, the signature(s) of the authorised signatory(ies) set out in the Relationship Account(s) Opening Application Form or any other document(s) signifying his/her/their acceptance of the new products and/or services will be binding on the other Joint Account(s) holders.

65. Notwithstanding that the Joint Account(s) is operated with a single signing authority, instructions to change the signing authority for the Joint Account(s) may only be given in writing by all Joint Account(s) holders and will only take effect upon their signing the Signature Requirement Change form and signature cards.

66. Where the Joint Account(s) is operated with joint signing authority:

(a) any written instructions may be given by the Joint Account(s) holders in one or more counterparts, all of which when taken together will constitute one and the same document; and

(b) oral instructions will not be accepted.

67. (a) If any one of the Joint Account(s) holders dies, you are authorised to close the Joint Account(s), and transfer the credit balance in the Joint Account(s) and any monies and/or securities held by you in the Joint Account(s) to a new account(s) to be opened by you in the name(s) of the survivor(s) and if more than one survivor, in their joint names. However, prior to such transfer, the indebtedness of any of us to you in Malaysia or elsewhere will be first set-off from the said credit balance.

(b) I and my estate, together with the other Joint Account(s) holders, undertake to indemnify you against all claims, costs, expenses, losses and damages including
those arising from (i) the closing of the Joint Account(s); (ii) the opening of the new account(s); (iii) all transfer of funds in connection with the Joint Account(s) and/or new account(s); and (iv) any dispute between any of the Joint Account(s) holder(s) and any personal representatives of the deceased Joint Account(s) holder. You are entitled to debit from the Joint Account(s) and/or the new account(s) such claims, costs, expenses, losses and damages at your discretion.

68. In the case of death of any one or more of the persons making up the Joint Account(s) holders, the balance in our Joint Account(s) and our investments at the time of such death will belong to the survivor(s) to the fullest extent permissible under any applicable law and may be disposed of by such survivor(s) subject to any applicable tax requirements.

69. Where separate instructions are given by two or more of us and they are in conflict, you may at your discretion:

(i) act on any of those instructions;
(ii) delay in acting on those instructions until the apparent conflict has been resolved; or
(iii) act only on our unanimous instructions.

70. We further agree that each of us will be jointly and individually responsible for any overdrafts, credit extensions, charges, fees or other debts related to our Joint Account(s) or investments, notwithstanding that either or any of us did not incur the debt, or benefit from or participate in the investments or related activities. You may set-off any of our joint or individual debt to you or any Citigroup Organisation against any Account held by any of us (whether held singly or jointly).

71. The provisions of this heading of “Individual/Joint Account(s)” will apply regardless of the relationship between us or our successors, and regardless, in particular, of our respective rights of ownership of the assets in our Joint Account(s), whether or not notice of it has been given to you.

In-Trust-For

72. If my Account(s) is "in-trust-for" someone else and I declare myself as the trustee of the Account(s), I undertake to operate such Account(s) solely for the benefit of my beneficiary(ies) and it will be a term of such trust that I have the full rights and discretion to withdraw money, operate and to close the Account(s) at any time without any restrictions. I will indemnify you against any loss or liability in respect of my operation of the Account(s).

73. Upon my death or the death of any of the beneficiaries or upon us (where we are a Corporation) being wound up or dissolved, you are entitled to exercise your right to debit from the Account(s) any obligations owed to you by me/us at your discretion.

74. Upon my death, you are entitled to do the following at your discretion:-
(a) if my beneficiary(ies) are of full age, you are allowed to close the Account(s) and release the monies in such Account(s) to my beneficiary(ies) equally, or open a new Account(s) in the names of all my beneficiary(ies) and the new Account(s) will be operated in accordance with the instructions of all my beneficiary(ies); or

(b) if my beneficiary(ies) are not of full age, you are allowed to close the Account(s), open a new Account(s) in the names of my personal representative(s) in trust for my beneficiary(ies) or release the monies in such Account(s) to my personal representative(s) by way of a check, Cashier's Order or telegraphic transfer issued in favour of my personal representative(s) in trust for my beneficiary(ies).

75. Upon the death of any of my beneficiary(ies), you can at your discretion (i) close the Account(s) and open a new In-Trust-For Account(s) which will be operated by me as trustee for the benefit of the deceased beneficiary(ies)' estate and my surviving beneficiary(ies); or (ii) release a portion of monies in such Account(s) (which is proportionate to the number of beneficiaries) to the personal representatives and allow me to operate the Account(s) for the benefit of my surviving beneficiary(ies).

76. I undertake to indemnify you and keep you indemnified against all claims, costs, expenses, losses and damages however arising at any time including those arising from (i) the operation and closing of the Account(s); (ii) the opening of the new Account(s); and (iii) any dispute amongst my beneficiary(ies), between any of my beneficiary(ies) and any of my personal representatives.

77. Under no circumstances (including my death or us being wound up or dissolved) are you vested with any duties as trustee and you are under no obligation whatever to take into cognisance any trust whether or not informed of the same. You are not under any circumstances liable to any beneficiary of any trust.

78. Upon my death or us being wound up or dissolved, you are entitled to deal with the Account(s) and to act in accordance with the instructions of any person who to your satisfaction has been duly appointed as the trustee in my/our place.

79. If you are not notified of the appointment of any new trustee within three (3) months of my/our death/winding up/dissolution, you are allowed to refer the Account(s) to Amanah Raya Berhad for their instructions upon which you are at liberty to act without any liability to the beneficiary(ies).

**Account(s) in the name of a company**

80. In the case of any Account(s) opened in the name of a company, you will allow changes of authorised signature(s). However, you are not obliged to accept any change unless you are satisfied that the change has been duly authorised by the Board of Directors of the body corporate or by whatever act or deed is required under the charter or constitution or governing laws of that company and you have had reasonable time to act on such change.
81. In the event of liquidation of the company, the funds credited to the Account(s) may only be withdrawn by, and the funds payable will only be paid to, the Liquidator.

Charges/Commissions

82. I agree to pay and you may debit my Account(s) with the full amount of any charges, fees (including legal fees on a full indemnity basis and stamp duty), costs and expenses, custody charges, interest, Taxes, commission (including brokerage commission) and penalties (collectively, "Charges") payable to you whether in respect of:

(a) the Products, Services and/or any other products and/or services taken by me from you;

(b) any liability of any nature arising (whether in Malaysia or elsewhere) in respect of the Account(s) or otherwise;

(c) any financing facilities, loans or overdrafts granted to me and any of its outstanding advances;

(d) any overdrawn sums on the Account(s); or

(e) any investment(s) which you quote to or transact for me. You may include such Charges in the price or rate for such investment(s) which you quote to me without having to separately identify them to me. I consent to your retaining for your benefit any Charges, commissions, rebates and other forms of payment or benefit from any party (including any broker, underwriter or counterparty) in respect of my transactions unless prohibited by any relevant regulatory or statutory authority, or any relevant stock exchange approved by you.

83. I agree to maintain a minimum monthly average balance in respect of my Account(s) of such amount as may from time to time be fixed by you. A charge will be levied if I fail to maintain the minimum balance required for the Account(s) or if the Account(s) remains inactive for such duration as you may prescribe from time to time or if I close any of my Account(s) within such time period as you may prescribe from time to time.

84. If my Savings or Checking Account (whether conventional or Islamic account) has no transaction ("Dormant Account") for one year or more and has a balance of RM10 or less, you may proceed to give notice to me of your intention to close the Dormant Account and after that, debit and close the Dormant Account with a service charge of RM10 or the credit balance, whichever is lower.

For Dormant Accounts with balances of more than RM10, you may charge an annual service fee of not more than RM10 (or such other amount as you may specify from time to time) until the remaining balances are sent to the Registrar of Unclaimed Monies in accordance with the Unclaimed Monies Act 1965.
85. You may, at your discretion and with notice to me, modify from time to time the prevailing rate and/or amount of any Charges or inform me of new Charges payable by me to you.

86. In respect of my use of the **Citibank Online Internet Banking Service** (if applicable), I agree to bear all fees and charges incurred in connection with my gaining access to this Service. In the event that you elect to re-extend this Service to me after you (i) have terminated my use of this Service for any reason; or (ii) have cancelled my use of this Service at my request, I agree to bear all fees and charges incurred in connection with such re-extension.

**Interest (Not applicable to the Islamic Account(s))**

87. Interest at such rates as you may from time to time specify will be paid on the credit balances in the Savings Account, Checking Account and the Time Deposit Account in accordance with your prevailing practice and the terms applicable to that account.

**Suspension of Account(s)**

88. You may suspend my operation of the Account(s) at any time for any reason, including industrial actions, power failure, computer breakdown or sabotage or any other event beyond your reasonable control.

**Blocking of Accounts or Withholdings of Funds**

88A. You may at any time, without liability or disclosing any reasons to me, block (or later remove the block), or withhold any monies in my accounts, due to any reasons including compliance with a court order, direction of a regulatory or enforcement authority.

**Closing of Account(s)**

89. You may at any time, without liability or disclosing any reasons to me, refuse to accept any deposit(s), limit the amount that may be deposited, return all or any part of the deposit(s), or upon due notice to me, terminate any of my Account(s).

I must not operate the closed Account.

90. You may in your discretion transfer the amount owing to me by you in my Account(s), after deducting my indebtedness to you including all interest, costs and expenses connected with the recovery of such indebtedness, to a suspense account (not bearing interest), in the event that my Account(s) remains inactive or dormant or a failure by me to furnish you with instructions on such transfer upon your sending a notice to me on such transfer.
91. If I choose to terminate any of my Account(s) held with you, I am required to give you reasonable notice of termination or such other period of notice which you may specify to me from time to time.

92. If I close any Savings or Checking Account (whether conventional or Islamic) within three (3) months from the date of Account opening, there will be a charge of such amount (presently not more than RM20) as may from time to time be fixed by you payable by me or made to my Account.

93. On the termination of my Account(s):

   (a) you may discharge your entire liability with respect to my Account(s) by paying me the amount of the then credit balance in the Account(s) in such manner as agreed between us together with such other documents, if any, as may be necessary to transfer to me such claims as you may have on such funds; and

   (b) you may, at my own cost and expense, transfer all my Securities to me or such person as I may direct.

94. If you have effected a forward or any other transaction which extends beyond the date of termination, you may either close out or complete such transaction and retain sufficient funds for this purpose. Any security interest or set-off contained in an agreement will not be discharged until all my liabilities have been discharged.

95. On the termination of my Account(s), I must immediately return to you all unused checks issued to me, failing which I must indemnify you for any related costs or expenses arising or connected to it.

96. Upon the occurrence of any of the following events, you may (without demand) terminate the Account(s) and/or realise all or any of my investment transactions concluded directly or indirectly with or through you to repay my indebtedness to you including all interest, costs and expenses in connection with the recovery of such indebtedness:-

   (a) my failure to comply with any provision of these Terms and Conditions;

   (b) any grounds exist for the presentation of a bankruptcy or winding up petition against me;

   (c) my death, insanity, bankruptcy, insolvency or liquidation;

   (d) an application is made by any party for the appointment of a receiver to take control of my property, or for a writ of attachment against the same; or

   (e) the performance of any obligation of mine or yours under these Terms and Conditions becomes illegal, impossible or could not be continued due to any requirements on Citigroup, Inc and Citigroup Organisation including you, to comply
with the laws or regulations of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities that Citigroup is subject to.

**Assignment/ Transfer**

97. I agree that the balance standing to the credit of the Account(s) cannot in any way be assigned, transferred or charged to any third party by way of security, except with your prior written consent and subject to such conditions as you may prescribe. You may make such assignment or transfer to a branch, related corporation or affiliate if it does not materially affect the provision of services to me.

98. I agree to any novation of the Agreement made between us under these Terms and Conditions and under any related instrument(s), documents and/or guarantee in connection with it and with the Account(s) or securing my obligations under the same (whether or not, due to what you consider reasonably necessary for you to comply with the laws or regulations of any jurisdiction, domestic or foreign). I also agree that you are entitled to assign or transfer absolutely to a transferee all or some of your rights, title, interests, benefits, obligations and liabilities under these Terms and Conditions and/or under any related instrument(s), documents and/or guarantee in connection with it and/or with the Account(s) and/or securing my obligations under the same (whether or not, due to what you consider reasonably necessary for you to comply with the laws or regulations of any jurisdiction, domestic or foreign). I further agree that any such novation, assignment or transfer may be effected by you delivering to me a notice to that effect whereupon:-

(a) your assigned or transferred rights, title, interests and benefits are transferred to and assumed by the transferee;

(b) you will be fully discharged and released from your assigned or transferred obligations and liabilities;

(c) you retain all rights, title, interests, benefits, obligations and liabilities not so assigned or transferred;

(d) the transferee is bound by identical rights, title, interests, benefits, obligations and liabilities which you have assigned or transferred; and

(e) any acknowledgement (including risk disclosure statements and acknowledgements), information (including information provided in respect of risk profiling), instruction, order, direction, mandate or authority given by me to you in relation to other Account(s) or securing my obligations under the Account(s) may be relied and acted upon by the assignee or transferee as if given by me to the assignee or transferee and will, unless and until revoked or cancelled, apply and have effect. I also undertake to execute and sign any document (if any) which may be required to give effect to the assignment or transfer.
**Overdraft Facilities**

99. You may at your discretion extend to me at my request overdraft facilities:-

   (a) in accordance with your policy and on such terms and conditions as you may prescribe from time to time; and

   (b) up to such limit and in such currency as you may in your discretion determine; and

   (c) provided that at that time:-

      (i) no action has been taken by a creditor of mine to recover money or other property belonging to me which is in your possession or that of any other financial institution;

      (ii) I am not in default under any agreement with you or any other financial institution; and

      (iii) no proceedings under any insolvency or bankruptcy law in any jurisdiction have been started by or against me.

100. I agree to pay you on demand interest on the overdraft facilities utilised by me calculated at such rates as you may prescribe from time to time, and such interest will be computed daily and charged at the end of each month or such other time as you may determine. Interest charged is reflected by an increase in the respective amounts owing under the overdraft amount utilised by me.

101. I agree to pay on demand all amounts including Charges owing under the overdraft facilities and any other amounts for which I may become liable to pay to you for any reason whether alone or jointly.

102. I undertake to ensure that the Account(s) will not be overdrawn, even temporarily, save where you in your discretion otherwise allow or by prior written arrangement, and such arrangement is subject to these Terms and Conditions and any other terms and conditions as you will determine.

**Payments to and from Citibank Berhad, Malaysia**

103. I must pay to you on demand all monies and Charges for which I may become liable. This includes interest on such monies from the date on which such monies become due to the date of payment in the currency in which they are due in same day funds and at such rate which you determine from time to time.

104. All such monies and Charges are payable by me in full without any set-off or counterclaim or any restriction or condition, and free and clear of and without deduction for present or future taxes (including stamp duty or documentary taxes) or any other excise or property taxes,
levies, charges, or withholdings, and all liabilities with respect to the same. If I am obliged by
law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with
and between Authorities, to deduct or withhold (whether for payment of any Taxes or
otherwise) any sum from any payment to you, I must increase the amount of the payment so
that the net amount received by you will equal the amount due to you.

Where such monies and Charges are payable whether or not in connection with my
Investment Account(s), any other products and/or services taken by me from you including
any financing facilities, loans or overdrafts, you are requested and authorised to debit all such
payments from my Account(s) and I must ensure that there are sufficient monies readily
available in my Account(s). In the event you specifically permit payment to be made by check,
I must issue the check made payable to Citibank Berhad for [Customer Name] and marked
“A/C Payee Only”. In no circumstances will cash checks be issued.

105. In particular, all such monies and Charges payable by me are exclusive of any goods and
services tax or other value added tax (whether imposed in Malaysia or any other jurisdiction)
which will, where applicable, be paid by me in addition to any sums otherwise payable, at
the rate in force at the due time for payment or such other time as is stipulated under the
relevant legislation.

106. (a) If Citigroup, Inc, Citigroup Organisation and/or you are obliged by law or regulation of
any jurisdiction, domestic or foreign, or any agreement entered into with and between
Authorities, to deduct or withhold (whether for payment of any Taxes or otherwise)
any sum from any payment payable by you to me, I authorise you to withhold and to
pay the net sum over to me or to place such sum in any of my Account(s) with you or
such other account as I will instruct (unless at such time there are any monies owing
by me to you, in which case you are entitled to deduct the amount of monies owing).

(b) Any such deductions or withholdings shall be timely paid to the relevant Authority in
accordance with the relevant requirement. I will be notified of any such deductions or
withholdings as soon as reasonably practicable. I hereby acknowledge that you will
not be required to reimburse me for any amount withheld or deducted by a Payment
Infrastructure Provider. Further, to the extent Citigroup, Inc, Citigroup Organisation,
you or any of its, their and your Third Party Service Providers pays or has paid from
its own funds or is or will become required to make a payment to an Authority in
respect of an amount that should have been, but was not, Taxes and any other
amounts collected, I shall indemnify you for such payments, plus any interest and
penalties on such payments. I understand that you are not required to contest any
demand made by an Authority for such payments. I hereby represent that I have
provided to and secured from any person that will own a beneficial interest in a
payment from you any notices, consent or waiver necessary to permit Citigroup, Inc,
Citigroup Organisation, you or any of its, their and your Third Party Service Providers
to carry out the actions described in this paragraph.

107. Except otherwise agreed, you may convert at such rate you deem fit any payment received
for any of my Account(s) (in a currency different from that of such Account) into the currency
of that Account, and I will bear the cost of such conversion.
Facilities

108. You may agree to:-

(a) at my request, grant and continue to grant Facilities to me or such person or persons ("the Borrower"); and/or

(b) accept or incur liability (whether actual or contingent, primary or collateral, several or joint) for the Borrower. Such Facilities and liability together with any and all obligations and/or liabilities owed by me to you from time to time, whether certain or contingent, whether as principal or as surety, joint or several, whether under these Terms and Conditions or otherwise are collectively called “the Obligations”, which includes interest, bank commission, charges and all sums payable arising out of the said Obligations. I must provide and furnish to you such security as you may from time to time require as continuing security for the payment and discharge of the Obligations.

109. I warrant and represent that:-

(a) the documents evidencing the Facilities are valid and enforceable. In the event of any breach of this warranty and representation, your rights remain unaffected and of full force and effect; and

(b) all necessary authorisations and consents for my entry with you into any security arrangement and the performance and observance of my obligations have been obtained and are valid and subsisting.

110. When you accept or incur liability for or at my request, you are entitled to a banker's lien on all funds, monies, securities, property and other valuables belonging to me which are in your possession or held by you on deposit or otherwise (including any securities, property and valuables kept with you for safe custody).

111. In the event of any failure by me to make payment of any amount due and owing to you, you may apply any funds held by you for me towards satisfaction or part payment of the amount owed. Furthermore, you may sell any of my securities, property or other valuables held by you on deposit or otherwise, at public or private sale without any judicial proceedings, and retain from the proceeds derived from the sale the total amount remaining unpaid, including all costs incidental to such sale. I am responsible to you for any deficiency arising and I will pay on demand to you the amount of any such deficiency.

112. I will not, for any period during which I am (or a third party guaranteed by me is) indebted to you as a result of drawing against any Facilities extended to me by you, withdraw or create any other security interest in or otherwise deal with any of my assets pledged, placed, charged or mortgaged to you as security for such Facilities or to receive any other sums in relation to or derived from my assets without your prior consent, which consent may be
given on such terms and conditions as you may at your discretion stipulate. You are authorised to reinvest the sums in the relevant investments as I may direct.

113. This security will be a continuing security notwithstanding any settlement of account of other matter and is in addition to any other security created or which are now or subsequently held by you or any right or remedy you might have in respect of the same. Nothing will restrict the operation of any general lien, statutory right of set-off or other rights or remedies which you may have under law or otherwise.
Set-Off and Account Combination

114. The fixed and other cash deposit(s) in my Account(s) will serve as collateral for my liabilities (whether actual or contingent, primary or collateral and/or several or joint) (the "Liabilities") to you including my liabilities under any Facilities which you have granted, whether as borrower, surety or otherwise.

115. In the event of:
(a) a breach of an obligation to pay money to you;
(b) my deposit(s) are threatened by insolvency proceedings or by third party claims;
(c) my bankruptcy, insolvency, liquidation or my going into receivership;
(d) my or my security provider's death, insanity or incapacity;
(e) your receipt of a garnishee order or any notices from any governmental authority relating to the Account(s); or
(f) the occurrence of an Event of Default;

you may combine, consolidate or merge my Account(s) and the Liabilities with Citibank anywhere, whether in or outside Malaysia and whether alone or jointly with any other person.

“Event of Default” means any one or more of the following:

(i) if I breach or threaten to breach any one or more of the terms, stipulations and covenants under these Terms and Conditions or in respect of the Facilities;

(ii) upon my failure to deliver satisfactory additional cash, or security in respect of the Facilities or any other terms herein;

(iii) if I cease or threaten to cease to carry on my business;

(iv) if legal proceedings, suit or action of any kind (whether criminal or civil) be instituted against me;

(v) if it will become unlawful for me to observe and perform or to fulfil any of my undertakings or obligations under these Terms and Conditions or for you to exercise any of the rights vested in you or otherwise and notice has been given to me;

(vi) if in your opinion, there is a material adverse change in my financial condition or any other conditions which in your opinion will materially affect my ability to perform my obligations under these Terms and Conditions;

(vii) if any warranty, representation, statement or declaration made by me to you is untrue or incorrect in any respect or ceases to be true or correct in any respect or if I will be in breach of any representations or warranties made to you;

(viii) if I should make an assignment for the benefit of creditors or take advantage of any insolvency law;
(ix) if a receiver and/or manager is appointed in respect of me or any of my property or assets or any part of it at any time;

(x) if any of my funds or other property which may be in, or come into, your possession or control, or that of any third party acting on your behalf, should be attached or distrained or should be or become subject to any mandatory order of court or other legal process;

(xi) if any of the events above occurs in relation to

(1) any third party which has guaranteed or provided security for or given an indemnity in respect of any obligation or liability of mine; or

(2) if I am or such third party is a corporate entity, any subsidiary or holding company of mine or of any such third party or any subsidiary of any such holding company; or

any individual liable as such third party commits an act of bankruptcy, dies or becomes of unsound mind; and/or

(xii) where

(1) grounds exist for the presentation of a bankruptcy petition against me;

(2) any winding-up petition is presented against me; or

(3) any proceedings are commenced against me pursuant to any laws or regulations relating to the relief of debtors for the relief or readjustment of any indebtedness of mine either through reorganization, composition, extension or otherwise;

116. Subject to paragraph 118 of this section, you may transfer or set-off any sums in credit in such account (whether matured or not) towards satisfaction of any of the Liabilities, regardless that the credit balances on such Account(s) and the Liabilities on any other Account(s) may not be expressed in the same currency.

117. You are authorised to make any necessary conversions at your own rate of exchange then prevailing at the date of set-off. The consequence of accounts being combined will be that one balance remains and if that is a debit balance, I will remain liable to you for that amount.

118. (a) The consequence of “set-off” is that amounts that you and I owe to each other are reduced by the same amount. You will not exercise these rights so as to cause a liability to become secured if you agreed that it would not be secured.
(b) You will give notice only if you intend to set-off a credit balance in my deposit account against a debit balance in my other Account(s) or loan account, or such notice is required by law.

119. (a) In the case of Joint Account(s), you may set-off the Liabilities of any Joint Account(s) holders to you on any account, whether as borrower, surety or otherwise against the credit balance in the Joint Account(s).

(b) Where the said sums have been incurred by only one or some (but not all) of the Joint Account(s) holders, your rights under the preceding paragraph will also extend to credit balances to which all the Joint Account(s) holders are singly or jointly entitled.

120. Where monies are set-off by you following the exercise of your rights in these Terms and Conditions, I undertake that I will not, without first obtaining your prior written consent, withdraw or cause any act that would result in the withdrawal of such monies. You reserve the right to earmark such monies before the setting-off, without further reference to me or any other party to the Account(s).

**Exemption from Liability**

121. To the fullest extent permitted by law, neither you nor any of your employees, nominees or agents will be liable as a result of acting or failing to act in relation or pursuant to any agreement. Any liability on your part will be limited to Direct Damages only and in connection with any investment will not exceed the market value of the investment at the time of such liability.

122. To the fullest extent permitted by law, you are not responsible:

(a) for acting in good faith or omitting in good faith to act on my instructions given to you via the Telephone Banking Service (if applicable), Citibank Online Internet Banking Service (if applicable) and all written instructions forwarded to you;

(b) if, for any reason beyond your control, the operation of any one or more of my Account(s) or your ability to account to me for any investment in it is restricted or otherwise affected;

(c) for any damage, loss or diminution to any of the investments or for any unavailability or diminution of funds in respect of such investments;

(d) for any loss or damage caused by any delay or failure in any transmission or communication facilities or lead times on external clearing systems or price availability due to market liquidity or time zone differences;

(e) if the funds credited to or debited from any one or more of my Account(s) diminish in value due to taxes, deductions, withholdings, imposts or depreciation or become
unavailable due to restrictions (however arising) on convertibility, transferability, requisitions, government acts, orders, decrees and regulations, involuntary transfers, distraint of any character, exercise of military or usurped powers, acts of war or civil strife or other similar causes beyond your reasonable control (whether in Malaysia or in any place which you have deposited such funds);

(f) for any drawings made under any checks or for any loss or damage I may suffer relating to the lost checks;

(g) for any checks paid or certified by you through inadvertence, oversight, misdirection of the check or any circumstances beyond your reasonable control, and you are entitled to debit the full amount of such checks so paid or certified;

(h) for any mutilations of any draft or Cashier's Order, or interruptions, errors, omissions or delays in the issue or remittance of draft or Cashier's Order however arising;

(i) for your failure to meet my withdrawal demands of any amounts on the Account(s) for any reason;

(j) if I am unable to withdraw or realise investments from any one or more of my Account(s) due to the restrictions referred to in sub-paragraph (g) above;

(k) for any act or omission, or bankruptcy or insolvency of any subsidiary or affiliate, or any agent, sub-agent, nominee, broker, custodian, correspondent or counterparty employed or used by you;

(l) for any discrepancies, irregularities, omissions or inaccuracies in the handling and operation of my Account(s) or in the particulars of the investment transactions contained in the statement or Confirmation, whether the same will have been made or paid out as a result of forgery, fraud, lack of authority, negligence or otherwise by any person (except in the case of your wilful default or where your employees have acted in a fraudulent manner);

(m) for any loss or damage which I may directly or indirectly suffer or incur resulting from or in connection with your supplying me with any of your brochures, investment reports or any other materials or your providing me with any financial, market or investment information or suggestion.

Any such loss or damage that you will be liable will be limited to Direct Damages only.

Dealings with Citibank Berhad, Malaysia

123. All obligations under these Terms and Conditions are payable solely at and by Citibank Berhad, Malaysia, subject to the laws of Malaysia (including any governmental actions, orders, decrees and regulations). None of the branches or subsidiaries of Citibank, N.A. or Citigroup, Inc will be responsible or liable for the performance of your obligations, or for your
liability (however arising and whether or not within your control), under these Terms and Conditions or for your failure to meet my demands for withdrawal of funds from my Account(s).

124. All monies deposited with Citibank will be payable solely by the branch of Citibank at which the Account(s) was opened.

125. You may effect transactions with or through counterparties, brokers or agents used by any Citigroup Organisation and approved by you from time to time. While you and/or any Citigroup Organisation will choose the counterparties, brokers or agents with reasonable care to ensure that such parties are reliable, neither the Citigroup Organisation which compiled such list nor you will have any responsibility for any acts or omissions of any such parties.

126. Where the counterparty in respect of any transaction is a branch or subsidiary of Citibank, N.A. or a Citigroup Organisation, the obligations of Citibank, N.A. or that Citigroup Organisation will be payable at such branch or subsidiary and are subject to the laws, regulations and governmental acts, orders and decrees in effect where that branch or subsidiary is located.

Neither the head office nor any other branch, subsidiary or affiliate of Citibank, N.A. or that Citigroup Organisation will be responsible for the payment of such obligations due to restrictions (including force majeure) beyond the control of such branch or subsidiary which prevent it from fulfilling its obligations under any transaction. In this context, “restrictions” does not include restrictions on payment directly due to liquidation or insolvency.

127. I understand and agree that you may effect transactions for me through the agency of and/or with a counterparty which is a Citigroup Organisation or a person otherwise associated with you even if a conflict of interest may arise. I also understand and agree that you may effect transactions which you have a direct or indirect material interest.

128. You may hold positions for yourselves or other customer(s) which may not be consistent with my positions.

129. I agree that you are not precluded from entering into any contract or any financial or other transaction with your related corporations or affiliates or other entities within your group of companies or with any other appointed third parties in any capacity and you are not precluded from being interested in any such contracts or transactions.

Indemnity

130. (a) To the fullest extent permitted by law, I will indemnify you and each of your directors, officers, employees, nominees or agents (collectively, the “Indemnified Persons”) promptly on a full indemnity basis against all:
(i) acts, omissions, claims, proceedings, demands, losses (direct or consequential), damages, and costs (including legal costs on a full indemnity basis);

(ii) fines and expenses (including all duties, taxes and other levies, interest, service charges and all goods and services taxes thereon (if applicable));

(iii) fees, charges, and legal proceedings;

(iv) any other demands, liabilities or remedy which may arise;

(v) any diminution in the value of or loss or damage to any property or investments or any lost opportunity whereby the value of the same could have been increased or otherwise; and

(vi) all other liabilities which you may incur in connection with any of my account(s) or in respect of any services or transaction;

(collectively, the “Losses”).

(b) Such Losses include those arising from the following:

(i) your acting upon or carrying out any instructions purportedly given by me or my authorized signatory to you;

(ii) your use of any system or means of transmission, communication, transportation or otherwise carrying out such instructions (including by reason of loss, delay, misunderstandings, mistakes, distortions or duplications);

(iii) your provision of any service to me (including the transactions contemplated under these Terms and Conditions and in connection with all or any matters or transactions in respect of an account);

(iv) any default in repayment upon demand of any advances or other amounts made available to me or interest accrued thereon or any sum payable under these Terms and Conditions or under any other agreement, security documents or any other document entered into pursuant to these Terms and Conditions or otherwise entered into by me in relation to my obligations to you;

(v) any change, or breach or violation by me, of any applicable law, regulation or official directive, or any third party rights including proprietary or intellectual property rights;

(vi) the enforcement and protection of your rights under or in connection with these Terms and Conditions and/or the Account(s);
(vii) any breach by me of any of these Terms and Conditions or such other terms and conditions as are applicable to any account, the services provided or to be provided by you to me or transactions between you and me;

(viii) the operation of any of my Account(s) or the provision of investment, safekeeping or other Services to me, in particular but without limitation, (if applicable), the Citibank Online Internet Banking Service, Telephone Banking Service and electronic mail;

(ix) any loss arising from fluctuations in the relevant money or securities market;

(x) your crediting the Account(s) on my instructions with the Ringgit Malaysia equivalent of any foreign currency deposit;

(xi) exercising your rights of sale, set-off, recovering payment or taking other enforcement proceedings;

(xii) any breach of trust or other fiduciary obligation binding on me;

(xiii) your acting or omitting to act on the basis of any information or instructions given by me or by any person(s) purporting to be my attorney, where you believed in good faith that the information or instructions were given in excess of the power vested in me, or your omitting to act on the basis of such instructions or information where you in good faith believed that your so acting would result in a breach of any duty imposed on you;

(xiv) your acting in good faith or omitting in good faith to act on any oral or written instructions given or purported to be given by me regardless of the circumstances prevailing at the time of such instructions or the nature of the transaction and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the giving, receipt or the contents of such instructions, including instructions given or purported to be given by me to you pursuant to my use of (i) the Telephone Banking Service; (ii) the Citibank Online Internet Banking Service;

(xv) any loss suffered by you due to any change in the existing laws, regulations or governmental directives relating to any provision of these Terms and Conditions; and

(xvi) the collection of any check, bill, note, draft, dividend, warrant or other instrument which I present for collection, or the guaranteeing of any endorsement or discharge on the same in connection with the Account(s) or any transaction under the Account(s),

except for such Losses which result directly and solely from your fraud or willful default.
(c) The terms of this paragraph 130 and all of Citibank's rights apply to, and is conferred on each of the Indemnified Persons, all of whom are entitled to enforce and enjoy the benefit of this paragraph to the fullest extent allowed by Malaysian law.

(d) For the avoidance of doubt, the terms of this paragraph 130 and all of your rights under these Terms and Conditions will apply and be available to and be conferred on each of the Indemnified Persons regardless of whether the Losses or any part of it were caused by you (other than Losses which result directly and solely from your fraud or willful default).

(e) Any such Losses will be limited to Direct Damages only.

Disclosure of Customer Information

131. (a) I expressly agree that:

(i) Citibank;

(ii) Citibank’s head office, branches, representative offices; and

(iii) any subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by Citigroup Inc. and any of their respective branches and offices, wherever situated,

(singly or collectively, “Citigroup”), any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider are permitted to process including but not limited to collect, use, store and share Data.

(b) For the purposes of sub-paragraph (a) above, “Data” means public and non-public information from any source about:

(i) me;

(ii) my beneficial owners;

(iii) any security providers;

(iv) persons under the trust;

(v) partners, committee members, directors and officers (where applicable);

(vi) authorized signatories;
(vii) subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by me and any of their respective branches and offices, wherever situated and their respective beneficial owners, security providers, persons under the trust, partners, committee members, directors, officers or authorized signatories; and

(viii) any of my and/or security provider's accounts, transactions and dealings with Citigroup or any other party.

(c) The purposes for which Data is collected and further processed depends on the nature of my relationship with Citigroup and the products and services I obtain from Citigroup. Purposes for which Data may be used include:-

(i) to verify my identity and background;
(ii) to establish a relationship between me and Citigroup;
(iii) to assess and process applications for products and services;
(iv) to conduct credit checks, evaluate and monitor credit worthiness;
(v) for evaluation and due diligence purposes;
(vi) for servicing me and the provision of products and services to me, including processing of receipts and payments, ATM services, Citibank Debit & ATM Cards, credit cards, charge cards and other payment instruments;
(vii) for communicating and fulfilling marketing offers to me and to allow Citigroup and selected parties to promote their products and services, but for purposes of disclosing my personal data to your strategic alliance partners for marketing and promotional purposes, you will only do so if I expressly consent to you doing so;
(viii) to manage your business and my relationship with you including managing and maintaining my Account(s) with you;
(ix) for data processing purposes;
(x) to evaluate and monitor provision of services;
(xi) to respond to inquiries, requests and complaints from me and to resolve disputes;
(xii) for deposit insurance purposes;
(xiii) to understand my needs and offering products and services to meet those needs;
(xiv) for research and development of products and services for my use;
(xv) for debt collection purposes;
(xvi) for enforcement of your rights and obligations of other parties to you and/or Citigroup;
(xvii) for assessing, processing and investigating insurance risks and claims;
(xviii) to enable a party to evaluate any actual or proposed assignment, participation, sub-participation, and/or novation of your rights and/or obligations;
(xix) to meet legal and regulatory requirements;
(xx) to maintain and protect your offices and automatic teller machines;
(xxi) for risk management including prevention, detection and investigation of crime, including fraud and any form of financial crime;

(xxii) to maintain records of instructions whether through phone recording, via electronic, hard copy or softcopy documents etc.;

(xxiii) for such other purposes as permitted or required by applicable law or with my consent; and

(xxiv) for all other purposes incidental or associated with the above.

(d)  

(i) I understand and agree that the Data may be transferred to, used and stored in other jurisdictions, the laws of which may not offer the same level of protection as the laws of the jurisdiction from which the Data originates. The Data may also become subject to the legal disclosure requirements of other jurisdictions.

(ii) I understand and agree that Citigroup, any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider is permitted to transfer, share and disclose the Data, for confidential use, to:

(1) and among Citigroup;

(2) to any agent, contractor, vendor, service provider, professional advisers (such as lawyers and financial advisers), valuers, auctioneers, auditors, brokers, communications, clearing or payment system or intermediary banks, merchants and other parties which you, Citigroup or such parties above may use in connection with your, Citigroup’s or their businesses;

(3) debt collection agencies;

(4) Bank Negara Malaysia (“BNM”) and any credit bureau, the Central Credit Reference Information System (“CCRIS”) and the Dishonoured Cheques Information System (“DCHEQS”) maintained by BNM, such body or authority of any jurisdiction, domestic or foreign, having jurisdiction over Citigroup, credit reporting agencies and any credit reference agencies;

(5) any financial institution, card association and issuer of charge cards, credit cards, debit cards or other payment instruments;

(6) a drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;

(7) any actual or proposed assignee, participant, sub-participant or transferee of any of your rights or obligations;
(8) to Citigroup and selected parties for the purpose of informing me of products or services which you believe will be of interest to me;

(9) your strategic alliance partners for marketing and promotional purposes but this will be subject to my express consent;

(10) any party giving or proposing to give any guarantee, indemnity or security to secure my obligations to Citigroup and/or you;

(11) any person intending to settle any moneys outstanding under any of my Account(s) with you;

(12) any liquidator, receiver, official assignee or any person appointed under applicable law or court order relating to bankruptcy, liquidation, winding up in respect of any individual or company;

(13) to such parties as you or Citigroup may be required by legal process or pursuant to any other foreign or domestic legal, regulatory, stock exchange, clearing house or self-regulatory body obligation or request, or agreement entered into by any of them and any governmental authority, domestic or foreign, or between or amongst any two or more domestic or foreign governmental authorities or other authorities, including disclosure to courts, tribunals, legal, regulatory, tax and government authorities, stock exchanges, clearing houses and self regulatory bodies;

(14) any parties authorized by me; and

(15) to such parties as may be permitted or required under the laws of Malaysia, whether within or outside Malaysia, for any of the purposes set out in this paragraph 131.

(iii) I agree that Citigroup, any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider may give my personal data and, where applicable, that of my beneficial owners, persons under the trust, security providers, partners, committee members, directors, officers or authorized signatories, my subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by me and any of their respective branches and offices, wherever situated and their respective beneficial owners, persons under the trust, partners, security providers, committee members, directors, officers or authorized signatories to other parties outside Citigroup, for any use as specified above, including for commercial purposes.
(iv) I understand and agree with the consequences of the giving of my personal data and those of the other persons mentioned above to parties outside of Citigroup.

(e) (i) Citigroup does not guarantee the security of any information transmitted by or to it through any means of communication or correspondence (including mail, courier service, electronic mail or other electronic means (including short message service (“SMS”))).

(ii) I accept the risk that such information may be accessed by unauthorized third parties and/or disclosed by Citigroup and by its officers, employees or agents to third parties purporting to be the intended recipient.

(iii) Regardless of the above, I agree that Citigroup will transmit such information to the address or other relevant particulars specified by me, and that such information may not be protected with encryption, password protection or any other form of security from disclosure to unauthorized third parties. I accept the risk that such transmission of information may be received, accessed or disclosed to third parties other than the intended recipient(s).

(f) (i) To the fullest extent permitted by law, Citigroup is not liable for any Losses (defined in paragraph 130(a) of Part A of these Terms and Conditions) arising directly or indirectly in connection with any disclosure of information to third parties by Citigroup in the course of its carrying out a transaction or an instruction transmitted by any means of communication or correspondence, where such disclosure arose through physical or electronic interference by a third party.

(ii) To the fullest extent permitted by law, I will not hold Citigroup responsible or liable, in contract, tort, equity or otherwise, for any such access or disclosure or for any Losses suffered or incurred by me or any third party as a result of any such access or disclosure.

(g) Unless otherwise notified by me in writing or by email after logging in to Citibank Online at www.citibank.com.my, I agree and permit you to send commercial electronic messages to me relating to your products and/or services (i.e. either by way of electronic mail and/or SMS), which may be unsolicited and/or sent in bulk to your clients.

(h) I represent and warrant that I have obtained the agreement and consent of all relevant persons, including my beneficial owners, persons under the trust, partners, committee members, security providers, directors, officers and authorized signatories, my subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by me and any of their respective branches and offices, wherever situated and their respective beneficial owners, persons under the trust, partners, committee members, security providers, directors, officers or
authorized signatories to carry out the actions described in this paragraph 13. I have further provided to these parties the necessary notices and secured the necessary waivers to carry out the actions described in this paragraph 13 and will in the future provide the necessary notices and secure such necessary consents and waivers in advance of providing the information to Citigroup, any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider.

(i) I agree that my consent in these Terms and Conditions constitutes my consent for any such disclosure for the purposes of any requirement, whether statutory, contractual or otherwise and whether or not having any force of law.

(j) I expressly authorize you at any time and from time to time to process including but not limited to access, obtain, verify and/or use any Data or information from any source (including credit reference agencies, credit reporting agencies, Bank Negara Malaysia, any credit bureau, and/or CCRIS and such relevant authorities) for purposes of evaluating my (including all the guarantors’ and security providers’, as may be applicable) credit standing in connection to any facility, service or accommodation requested or authorized by me which I have or may have (whether or not with you) or otherwise in relation to any proposed facility, service or accommodation which you may from time to time offer as you may at your discretion deem fit. I understand that the opening, operation and conduct of my account(s) and any future facility, service or accommodation applied for by me or granted by you (whether in my sole name or jointly or severally with another or others, presently or subsequently opened) may be reported to DCHEQS maintained by Bank Negara Malaysia, CCRIS and such relevant authorities (as the case may be) as you may at your discretion deem fit.

(k) My request, permission and authorization granted in these Terms and Conditions (including my request, permission and authorization for the disclosure of the Data as provided in or contemplated by these Terms and Conditions) shall remain in full force and effect (regardless of whether any facility, service or accommodation have been utilized, cancelled or terminated), as long as it may be necessary or required by you or any law and I confirm that no further request, permission or authorization (collectively referred to as “Consent”) is necessary or required in relation to such disclosure.

(l) My Consent shall be in addition to and shall not affect any other future or existing Consent that may or will be given by me, in relation to the same subject matter or otherwise.

(m) to the fullest extent permitted by law, you are entitled (but not obliged) to:

(i) verify or ensure that any Data/information is true, complete and accurate;
(ii) update the Data/information; or
(iii) notify any person of any changes or updates to the Data/information.

(n) To the fullest extent permitted by law, no liability to me arises from any disclosure and/or transfer of any Data/information (as contemplated by this paragraph 131) under any circumstances for any loss or damage (whether direct or indirect, foreseeable or unforeseeable) and howsoever arising (whether in contract, tort or otherwise), including any loss or damage resulting from:

(i) your or any other person’s disclosure or transfer of the Data/information;

(ii) your or any other person’s reliance on the Data/information; or

(iii) the Data/information being inadequate, inaccurate, incorrect, untrue, erroneous or misstated for any reason, including:

(aa) any of your act or omission or any act or omission of any other person (including any delay in or failure to update or notify of any changes to the Data/information); or

(bb) any technical, hardware or software failure, interruption, breakdown or error.

(o) To the fullest extent permitted by law, I shall fully indemnify you from and against all claims, expenses, legal actions and liabilities which may from time to time be brought against or incurred by you in relation to the disclosure or transfer of any Data/information. The amount of such liabilities indicated by you shall be conclusive, unless it is obviously incorrect. This paragraph applies whether or not any facility, service or accommodation have been utilized, cancelled or terminated.

Communication and Service of Documents and Change of Personal Details

132. (a) (i) For the purposes of this paragraph, “Communication” means:

(1) any notice, request, legal process, telephone call, electronic mail (whether encrypted or not), short message services provided by telecommunications providers, or such other means and/or any other communication by you to me; and

(2) any certificate, statement, notice, demand or other communication given by me to you:

(aa) via the telephone (“Telephone Communication”); or

(bb) via electronic or digital transmission (“Electronic Communication”).
(ii) You may send any Communication to me by leaving it at, or by sending it by ordinary post to, my last known address (whether within or outside Malaysia and whether such address is a Post Office Box or is a place of residence or business or registered address) as may be provided to you or to your solicitors.

(iii) Regardless of the above, you may also contact me via telephone, electronic mail (whether encrypted or not), short message service provided by telecommunications providers, or such other means, to provide me with account related information (including informing or reminding me about my account payment status). In such cases the Communication will not bear any signature, and you shall not be held liable for any technical, hardware or software failure, interruption, breakdown or errors arising from such Communication.

(b) All communication is deemed to have been received by me on the date of delivery if it is delivered by hand; or on the date immediately after the date of posting if it is sent by ordinary post (even if it may be returned to you undelivered); or on the date of transmission if sent by electronic or digital transmission.

(c) I will notify you promptly if:

(i) I intend to reside outside Malaysia; and/or

(ii) there is any change or proposed change in the particulars which I have given to you (including my mailing, home, electronic, registered or office address, my home, office or mobile phone number and my employment); and/or

(iii) there is any change to the personal information contained on my credit file or report held by you;

and I must immediately provide you with any or such information and documents as you may require from time to time in your discretion.

(d) You rely on this information being kept up-to-date and complete at all times. I cannot make any claim against you if your records are out-of-date, incomplete or inaccurate because you were not advised of the change.

I can notify you by (if applicable):

(i) up-dating such information via Citibank Online;

(ii) writing to the address noted on my statement or facility documents; or

(iii) being present at my branch of account and notifying your authorised personnel.
(e) You have given me this account based on the personal and financial information that I had disclosed to you. I must tell you immediately of any change to my financial situation which will affect my ability to meet my payment obligations under the Account(s).

(f) If it will become unlawful for you to perform any of your obligations under these Terms and Conditions, you will notify me to this effect whereupon I will upon receipt of such notice pay you all sums which I owe you.

(g) Notwithstanding anything to the contrary in these Terms and Conditions, it is agreed that any certificate, statement, notice, demand or other communication given or required to be given to me may be computer generated in which case it:

(i) need not bear any signature; or

(ii) may contain a printed signature.

(h) Every certificate or statement and every notice, demand or other communication under these Terms and Conditions must be given:

(i) in accordance with the provisions of any applicable law;

(ii) in accordance with your rules and regulations; or

(iii) in accordance with the provisions of this paragraph.

(i) You are authorized by me, but is not obliged, to rely upon and act in accordance with any Telephone Communication and/or Electronic Communication which may be, or purport to be, given by or on my behalf, without inquiry or verification on your part as to the authority or identity of the person making or purporting to make such Communication beyond the verification processes outlined in sub-paragraph (j) below.

(j) You may rely upon and act in accordance with such Communication provided that:

(i) In the case of Telephone Communication, the person making or purporting to make such Communication has:

(1) quoted or keyed in:

   (aa) the title or number of my relevant account with you and the valid and current personal identifying code or number (if any) for such account or any personal information in relation to me which was previously furnished by me to you; or

   (bb) such information or particulars as may be required by you; or
(2) satisfied such requirements as may be required by you;

and any combination of the above.

(ii) (deleted)

(iii) in the case of Electronic Communication, the person making or purporting to make such Communication has satisfied such requirements as may be required by you.

(k) You are entitled (but not bound) to treat the Communication as authentic and valid and fully authorized by and binding upon me, and you are entitled (but not bound) to take such steps in reliance upon such Communication as you may consider appropriate, whether such Communication:-

(i) includes Communication to pay money or otherwise to debit or credit any account;

(ii) relates to the disposition of any money, securities or documents;

(iii) relates to the change of my address or telex or telephone number;

(iv) purports to bind me to any agreement or other arrangement with you or with any other person; or

(v) commits me to any other type of transaction or arrangement whatsoever,

regardless of any error or misunderstanding or lack of clarity or details in the terms of such Communication.

(l) I agree to keep any personal identifying code or number for my Account(s) with you strictly confidential at all times, and must not disclose or permit it to be disclosed to any person. I must report to you immediately if any such personal identifying code or number has become known to any person. I will bear all the consequences arising out of my failure to comply with my obligations under this paragraph.

(m) (deleted).

(n) To the fullest extent permitted by law, I agree and undertake to indemnify you and to keep you indemnified against all losses, costs and expenses incurred or sustained by me in connection with such Communication given via the telephone or via electronic or digital transmission.

(o) Regardless of anything to the contrary contained in this paragraph, where there are two (2) or more persons comprised in the expression "I", "me", "my" and/or "mine":-
(i) any Communication given or required to be given to me in these Terms and Conditions, and which is given by you to the primary account holder of the Account(s), is deemed to be given to (and is binding on) all such persons as though such Communication had been given to all such persons; and

(ii) you are entitled (but not bound) to treat any Communication given or required to be given to you in these Terms and Conditions, and which is given to you by any one or more of such persons, as having been given by all such persons. Such Communication is deemed to have been given by, and is binding on, all such persons as though such Communication had been given by all such persons;

and I hereby confirm and declare that the primary account holder is authorised to receive all such Communication from you on behalf of all such persons and each such person is individually authorized to give any and all such Communication to you on behalf of all such persons.

(p) Any Communication from me to you is irrevocable and is effective only when received by you at such address or contact number as notified to me.

Obligation

133. Performance of any of your obligations owed to me is subject to the laws of Malaysia. You are released from your obligations owed to me in the event of national emergency, war, hostilities, riot, civil commotion, malicious damage, earthquake, flood, fire, plague, epidemic, prohibitive government regulations and/or government acts or if any other cause beyond your control renders the performance of your obligations impossible or impracticable.

Payment Obligations

134. Where any currency in which your payment obligations are denominated becomes unavailable due to restrictions on convertibility, transferability, requisitions, government acts, orders, decrees and regulations, involuntary transfers, distraint of any character, exercise of military or usurped powers, acts of war or civil strife, monetary union or exchange or other similar causes beyond your reasonable control, you are deemed to have satisfied such payment obligation by making payment in such other currency as you deem fit.
Application of other Terms

135. Where Services or Products are made available on separate terms, those terms must be read in conjunction with these Terms and Conditions. In the event of any conflict the specific terms applicable to the relevant Services or Products will prevail.

Waiver and Exercise of Rights

136. Any failure or delay by you to exercise any right or remedy under these Terms and Conditions will not operate as a waiver of such right or remedy. Any single or partial exercise of any right or remedy by you will not preclude any other or further exercise by you of such right or remedy or the exercise of any other right or remedy.

137. Any waiver by you of your rights or remedies in respect of any provision of these Terms and Conditions or any breach on my part must be in writing and may be given subject to such terms and conditions as you may deem fit and is effective only in the instance and for the purpose for which it is given.

Rights Cumulative

138. The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

Invalid or Unenforceable Provisions

139. If a provision of these Terms and Conditions is invalid or unenforceable in a jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability. This does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Rules and Regulations of Regulatory Bodies

140. The provisions of this Agreement and the availability or continued availability of the services now or hereafter from time to time offered by you will, where applicable, and where they are not inconsistent with these terms, be subject to the rules, regulations and guidelines of Bank Negara Malaysia and any other relevant bodies whether or not such rules, regulations or guidelines have the force of law.
Governing Law and Jurisdiction

141. (a) These Terms and Conditions is governed by the laws of Malaysia. I irrevocably submit to the jurisdiction of the courts in Malaysia but agree that, at your option, you may take action in the courts or before the authorities of any other jurisdiction.

(b) Where I do not reside in Malaysia, I undertake to nominate an agent with an address in Malaysia to accept service of any legal process in Malaysia, if requested to do so by you. Such agent will acknowledge in writing to you its appointment as such agent and service of legal process on such agent will be deemed to constitute service on me.

Headings

142. Titles to clauses/paragraphs of these Terms and Conditions are included for convenience of reference only and will be disregarded in construing the language contained in these Terms and Conditions.

Privacy for Consumers at Citi

143. Your goal is to maintain my trust and confidence whilst handling personal information about me.

SECURITY OF PERSONAL INFORMATION

I acknowledge that the security of personal information about me is your priority. You protect this information by maintaining physical, electronic, and procedural safeguards that meet applicable law. You train your employees in the proper handling of personal information. When you use other companies to provide services for me, you require them to protect the confidentiality of personal information they receive.

Modification of or Additional Service/Products

144. You may in your discretion:-

(a) modify, introduce or provide other Services or additional Facilities or Products to me upon such terms and conditions as you may specify;

(b) furnish me with information relating to and in connection with any investment possibilities, banking and investment products (including unit trusts, treasury and other financial derivatives) in any jurisdiction;
(c) introduce new methods of procuring transactions which arise in the course of providing banking and other Services to me.

145. As a Citibank customer, I have the opportunity to make choices. I am encouraged to make choices that enable you to provide me with quality products and services that help meet my financial needs and objectives.

146. You endeavour to keep me informed of the latest marketing and promotional offers that you feel would be useful and beneficial to me. These include programs I may find valuable in helping manage my account such as product or service upgrades, credit line increases and other benefits.

147. However, I can choose not to receive these materials should I so desire, by writing in to Citibank Berhad (Ref: Privacy), P.O. Box 11725, 50754 Kuala Lumpur or logging in to Citibank Online at www.citibank.com.my to email you. I will allow 8 to 10 weeks for my request to take effect. I will write to Citibank Berhad (Ref: Privacy), P.O. Box 11725, 50754 Kuala Lumpur or email by logging in to Citibank Online at www.citibank.com.my if I would like to be reinstated.

My Representation

148. If I am:-

(i) a citizen of Malaysia, other than a person who has obtained permanent resident status of a territory outside Malaysia and is residing outside Malaysia; or
(ii) a non-citizen of Malaysia who has obtained permanent resident status of Malaysia and is residing permanently in Malaysia; or
(iii) a person, whether body corporate or unincorporated, whether head office or branch, incorporated or registered with, or approved by any authority in Malaysia,

I undertake and agree to comply with the conditions and regulations set by Bank Negara Malaysia under the law (as may be amended or substituted from time to time) including any applicable limits for conversion of Ringgit Malaysia into foreign currency (“ECM Limit”) and such other conditions set by you including any amendments and additions made by BNM and you from time to time. I understand that in the event of

(a) a payout pursuant to a Dual Currency Account or any other products involves a conversion from Ringgit Malaysia to a foreign currency and such payout, if made in full, will result in the ECM Limit being exceeded, such foreign currency amount which is in excess of the ECM Limit will be converted back to Ringgit Malaysia based on the prevailing exchange rate at the point of payout and this may result in additional losses including but not limited to foreign exchange losses, to me; and

(b) a conversion from Ringgit Malaysia to a foreign currency is required and will result in the ECM Limit being exceeded, such foreign currency amount which is in excess of the ECM Limit will be converted back to Ringgit Malaysia based on the prevailing
exchange rate at the point of conversion and this may result in additional losses including but not limited to foreign exchange losses and pre-termination losses, to me.

**Compliance with Laws**

149. (a) I acknowledge that I am solely responsible for, and that neither you nor any other Corporation in the Citigroup Organisation have any responsibility for my compliance with any laws, regulations or rules applicable to my use of any of the Products and/or Services in these Terms and Conditions including, but not limited to, any laws, regulations or rules, in my or any other jurisdiction, relating to tax, foreign exchange and capital control and for reporting or filing requirements that may apply as a result of my country of citizenship, domicile, residence or taxpaying status.

(b) I hereby agree to provide you with such information and/or documentation as you may require from time to time, and shall update that information and/or documentation as required by you from time to time, to enable Citigroup, Inc, Citigroup Organisation and/or you to comply with any laws or regulations of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities.

**Complying with Court Orders and Directives**

150. In the event that you are served with a court order or directive issued under any laws or agreements with any regulators or authorities or otherwise issued by any regulators or any authority, you are hereby authorized to act in accordance with such court order and/or directive without any further reference or notice to me. I agree that I will not take any proceedings against you for acting in accordance with such court order and/or directive.

[The rest of this page is intentionally left blank]
PART B

SERVICES

Telephone Banking Service

1. If I request for the telephone banking service ["Telephone Banking Service"] (if applicable), I will be allocated a Telephone Personal Identification Number ("T-PIN") which you will notify to me or to such person(s) ("Authorised Personnel") whom I identify to you as being authorised by me to receive my T-PIN and utilise it for the purposes of this Service.

2. I must keep the T-PIN strictly confidential at all times and I cannot reveal my T-PIN to any unauthorised person. I must take all necessary steps to prevent discovery of my T-PIN by any other party, and I must procure my Authorised Personnel to do the same. In the event that my T-PIN is disclosed or discovered by any unauthorised person, I must immediately report it to you and immediately change the T-PIN.

I will bear all consequences arising out of any failure by me to comply with my obligations under this paragraph.

3. (a) Regardless of the terms of any present or future mandate or other agreement between you and me, you are authorised to act on and to consider as valid and binding on me any telephone instructions given by any person quoting or keying in the title or number of my Account(s) and its valid and current T-PIN (if any) or any personal information in relation to me which was previously furnished by me to you. I agree that the quoting or keying in of such information is sufficient proof of the authenticity of such instructions. You are not under any obligation to verify the identity or the authority of the person giving the telephone instructions in or purportedly in my name and you will not be liable for acting upon such instructions in good faith regardless of whether the person is authorised or unauthorised and regardless of the circumstances prevailing at that time of such instructions.

(b) However, you reserve the discretion not to carry out such instructions if you have any reason to doubt its authenticity or if in your opinion it is unlawful or otherwise improper to do so or for any other reason. Notwithstanding anything to the contrary contained in these Terms and Conditions, you are entitled at your discretion not to carry out any telephone instructions in respect of my Account(s) if the Account(s) is:-

(i) in the name of a person who is not a natural person; or
(ii) a Joint Account(s) in the name of two (2) or more natural persons which is not also a several Account.

4. I consent to your recording of my telephone calls and that of my Authorised Personnel with you to provide a record of instructions and all such taped recordings will be admissible as primary evidence in any civil proceedings between you and me. I further consent that this
Service will be extended to me in accordance with these Terms and Conditions and/or such other terms and conditions which you may notify me from time to time.

5. You are authorised from time to time to accept oral instructions from me or purporting to be from me, requesting additional Products and Services to be made available to me.

6. Without affecting the generality of the section in Part A of these Terms and Conditions entitled "Customer Instructions", you are entitled to require written confirmation of my oral instructions (even where identified by my T-PIN and CIN) and you may in your discretion and without notice refuse to act on such oral instructions until you receive such written confirmation satisfactory to you.

7. You may at your discretion require me to:-

   (a) confirm in writing the instructions within the period stipulated by you and/or call you to confirm the instructions and/or to provide such other information and/or execute such other documents which you may deem necessary, failing which you may treat such instructions as having lapsed; or

   (b) refute in writing the instructions within the period stipulated by you, failing which you may treat such instructions as having been confirmed by me.

8. I and/or my Authorised Personnel may change my T-PIN from time to time, such instructions to be identified by (i) my CIN and (ii) T-PIN. You are entitled at your discretion to reject any number selected by me and/or my Authorised Personnel as my substitute T-PIN. You will confirm or reject (as the case may be) my substitute T-PIN either orally or electronically. My substitute T-PIN, if confirmed by you, will take effect from the time of such confirmation and my use of it will be governed by this section. When selecting a substitute T-PIN, I will refrain, and I will procure my Authorised Personnel to refrain, from selecting any series of consecutive or same or similar numbers or any series of numbers which may easily be ascertainable or identifiable with me.

9. You are entitled at your discretion to cancel the use of my T-PIN and/or withdraw, suspend or vary this Service (whether in whole or in part) at any time.

10. I must ensure that there are sufficient funds or pre-arranged credit facilities in my Account(s) for the purpose of implementing any telephone or other instructions and you are not liable for any consequences arising out of your failure or delay in implementing such instructions owing to insufficient funds and/or credit facilities; provided that if you at your discretion decide to implement the instructions notwithstanding such insufficiency, you may do so without seeking prior approval from or giving notice to me, and I will be responsible for the resulting overdraft, advance or credit so created.

11. To the fullest extent permitted by law, you are not liable for any loss arising out of or in connection with carrying out or failure or delay in carrying out my instructions.
12. The exchange rates applicable to foreign currency transactions will be your exchange rates prevailing at the day and time when the currency conversions are effected.

13. I must pay you cancellation charges in Ringgit Malaysia if I cancel any foreign exchange transaction and I agree that you are authorised to debit my Account(s) for the cancellation charges.

14. You reserve the right to add to or vary any of the services available under the Service or the terms upon giving due notice to me.

15. I will pay you all fees and charges which you may impose from time to time in connection with the Service, in the manner stipulated by you.

16. To the fullest extent permitted by law, fund transfers (including to third party beneficiaries) and payment requests are made entirely at my risk and you will not be responsible for any delay, mistake or omission in transmitting payment to the beneficiary(ies).

17. If the Despatch Service is available to me, you may at any time at your discretion and at my cost and expense despatch documents to me by courier. I may at my cost and expense despatch documents to you by courier. I agree that you are not responsible or liable in any manner for any consequences whatsoever in connection with or resulting from the despatch of documents by courier by you to me or by me to you or the acts or omissions of any such courier irrespective of who the courier may be or how the courier’s services came to be used.

The following additional terms apply to Despatch Service:-

(a) I will ensure that an authorised person is available at the appointed place and time of delivery to accept service;

(b) The nominal charge that is levied will be debited from my account;

(c) If an item cannot be delivered or is not collected within seven (7) days from the request date, the request is deemed to have been cancelled but no refund will be made for delivery charges already incurred;

(d) In the event of any loss, delay or mistake made in the course of providing the service, your liability is limited to ten (10) times the amount of the fee paid or payable for the service concerned that gave rise to the claim provided that I must furnish proof of loss and provided further that under no circumstances will you be liable for indirect or consequential damages.

18. These terms and conditions are in addition to and not in substitution for any other agreements, mandates, terms or conditions relating to my Account(s).
Citibank Online Internet Banking ("Citibank Online")

19. Citibank Online (if applicable to me) enables me to have direct access to the Account(s) or to effect certain banking transactions by electronic means via the use of personal computers or similar access devices ("Customer Terminal"). I will gain access to Citibank Online for such purposes upon the correct input of my CIN and ATM-PIN into the Customer Terminal, subject to these Terms and Conditions, the Citibank Online User Agreement which is available on the Citibank website and to such other terms and conditions as you may at your discretion determine from time to time.

20. Where you in your discretion make Citibank Online available to me, I will be allocated and notified of an ATM-PIN. I will also be allocated a CIN if I do not already have one. I cannot reveal my ATM-PIN and CIN to any unauthorised party and must take all steps to prevent discovery of my ATM-PIN by any unauthorised party. In the event that my ATM-PIN is discovered by any other party, I must immediately change my ATM-PIN. I may change my ATM-PIN from time to time, and you will be entitled at your discretion to reject any number I select as my substitute ATM-PIN without giving any reason for it.

21. I authorise you to act upon any instructions which are identified by any use of my CIN and ATM-PIN ("Citibank Online Use"). Such instructions, upon receipt by you, will be effected at your discretion.

22. You are not liable for acting upon such instructions and you are not obliged to investigate the authenticity or authority of persons effecting my instructions or verify the accuracy and completeness of my instructions. Such instructions is deemed irrevocable and binding on me upon your receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions. I must notify you immediately upon receipt of incomplete, garbled or inaccurate data or information from you. I must also notify you immediately upon receipt of any data or information which is not intended for me and I will delete such data or information from the Customer Terminal immediately.

23. I accept full responsibility for all transactions executed via Citibank Online and in particular for ensuring the accuracy and completeness of my instructions.

24. I agree that you may cancel or not to execute my instructions at any time.

25. You are entitled but not obliged to verify any instructions given via Citibank Online by calling back via telephone or any other means.

26. I represent that to the best of my knowledge, the Customer Terminal and any other computer system through which access may be effected by any use of my CIN and ATM-PIN are free from any electronic, mechanical, data failure or corruption, computer viruses and bugs. I agree that neither you, any branches or subsidiaries of Citibank is responsible for any electronic, mechanical failure or corruption, computer viruses, bugs or related problems that may be attributable to services provided by any relevant internet service provider or information service provider.
27. I acknowledge that all proprietary rights relating to and in connection with Citibank Online (including the Citibank website) and all updates to it, including title, trade mark rights, patent rights and copyrights, will at all times vest and remain vested in you.

28. You are not liable for and I will indemnify you and keep you indemnified against any consequences, claims, proceedings, losses, damages, cost or expenses (including all legal cost on an indemnity basis) that may arise or be incurred by you or any other party in providing Citibank Online to me, whether or not arising from or in connection with, and including but not limited to, the following:-

(a) your taking of any instructions via Citibank Online and acting upon them;

(b) the improper or unauthorised use of Citibank Online, my CIN and/or ATM-PIN;

(c) any damage to the Customer Terminal, related facilities or software as a result of any access to Citibank Online effected by any Citibank Online Use;

(d) any loss or damage caused by any access effected by any Citibank Online Use and/or use of Citibank Online being prohibited, restricted, delayed or otherwise affected by:

   (i) the laws and regulations of the country from where such service(s) is accessed and/or the terms and conditions prescribed by the relevant internet service provider or information service provider in such country of access;

   (ii) any law or regulation of any jurisdiction, regional or international authority which governs any use or any component of Citibank Online, any relevant internet service provider or information service provider or system;

   (iii) any act or omission by any relevant internet service provider or information service provider or network provider;

   (iv) your modifying, maintaining or upgrading the Citibank website; and/or

   (v) your terminating or modifying Citibank Online;

(e) any loss or damage suffered or incurred by me or any other party as a result of my relying or acting or omitting to act upon any information which you obtain from any third party (including any pricing, stock or Units quotes, estimates and descriptions of any merchandise, product and service) ("Third Party Information");

(f) any access (or inability or delay in accessing) and/or use of any browser which you provide to allow access to Citibank Online, effected by any Citibank Online Use, or for any defect in any such browser;

(g) any errors or omissions in the information and materials contained in the Citibank website; or
(h) any delay or failure in any transmission, despatch or communication facilities.

29. I undertake not to commence any legal action or proceeding relating to and in connection with Citibank Online against you, any branches or subsidiaries of Citibank more than one year after the cause of action has accrued.

30. All communications through Citibank Online which fulfil your internal requirements are deemed to be valid, accurate and authentic, and given the same effect as, written and/or signed documentary communications. I agree not to dispute the validity, accuracy or authenticity of any evidence of any instructions and communication effected by any Citibank Online Use, including such evidence in the form of your computer records, transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of electronic information storage. I further agree that the above will be conclusive evidence of such instructions effected by any Citibank Online Use and communications received or despatched by you.

31. I understand that any access to Citibank Online will be effected through the relevant internet service provider or network provider in the country from where such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by such relevant internet service provider or network provider.

32. You may at your discretion and at any time without my prior consent:

(a) impose a fee for any Citibank Online Use, and for any re-extension of use; and

(b) modify, restrict, withdraw or suspend any service under Citibank Online without giving any reason, and you are not liable to me for any loss or damage I or any other party may suffer as a result of it.

33. Where you as part of Citibank Online provide me with any Third Party Information, I acknowledge and agree that you do not warrant the accuracy or completeness of any such Third Party Information.

34. Neither you, any branches or subsidiaries of Citibank, any relevant internet service provider or information provider nor any other software supplier makes any express, implied or statutory warranties relating to Citibank Online, the direct access software or services or browser, including any warranties of merchantability, fitness for a particular purpose or non-infringement of third party proprietary rights unless disclaiming such warranties is prohibited by law.

35. You do not warrant the accuracy, adequacy or completeness of the information and materials (including all text, graphics and links to other websites) contained in the Citibank website.
36. I agree that you have granted me only a non-exclusive licence to use the software relating to and in connection with Citibank Online. This allows me to use such software only for its intended purposes as provided in these Terms and Conditions. I cannot disassemble, decompile, copy, modify or reverse engineer any of such software or allow anyone else to do so. Citibank Online gives me access to services and information from you, branches or subsidiaries of Citibank, which may be presented with a distinctive "look and feel". These services, information and "look and feel" are your proprietary property. I may use such services only for my personal, non-business use and may not reproduce, sell or distribute all or any portion of the information provided to me by such services.

37. Although you will use reasonable endeavours to ensure that Citibank Online is secure and cannot be accessed by unauthorised third parties, you do not warrant the security or confidentiality of any information transmitted through any relevant internet service provider, network system or such other equivalent system in any jurisdiction via Citibank Online.

Security Code for Citibank Online and Citi Mobile Service

38. Security Codes may be required to enable me to proceed with my banking needs including communicating or giving you instruction to proceed with my banking transaction.

39. You may from time to time issue a Security Code (including issuing a one-time-PIN or Citi Mobile Token) for additional verification from me to proceed with my banking transaction.

40. I authorize you to act on any instruction, which are identified by any use of any Security Code. Such instructions, on receipt by you, shall be effected at your reasonable discretion,

41. I will be responsible for the Security Code made available to me and I will not reveal the Security Code to any third party.

42. The Security Code may be cancelled in accordance with your usual banking practice and in accordance with applicable laws.

43. I am responsible for complying with the terms and conditions of using the service herein and and I will pay all related cost relating to the service thereto.

44. You will not be held responsible for any services/conduct that is not within your control and to the fullest extent permitted by law, you will not be liable for any loss incurred by me in relation to this service.

45. (Deleted)

46. (Deleted)

47. (Deleted)

48. (Deleted)
Citibank Debit & ATM Card Service

60. Before using my Citibank Debit & ATM Card issued to me upon my application (if applicable), I will read the terms and conditions set out below which govern my use of the Citibank Debit & ATM Card. By using my Citibank Debit & ATM Card, I am accepting these terms and conditions and will be bound by them.

61. When you use the following words in these terms and conditions, they will have the meanings as respectively set out below:

(a) "Account statement" in relation to any Account, means the statement of account issued by you in respect of the Account.

(b) "ATM Limit" means the maximum limit permitted by you, and communicated to me by you from time to time, in respect of which the total of cash withdrawals made or obtained on any calendar day must not exceed, or such other amount as you may at your discretion from time to time prescribe for the purpose.

(c) "Available Balance" means, in relation to any Account, the total of:

(i) the balance in such Account in my favour of immediately available and freely transferable funds; and
(ii) where you have granted me an overdraft facility or line of credit in respect of such Account, the limit of such overdraft facility or line of credit notified by you to me less the total amount payable by me to you with respect to such overdraft facility or line of credit.

(d) "Designated Account" means the Account designated by me (and which designation you have approved) for the time being for the purpose of carrying out Citibank Debit Card Transactions.

(e) "Held Balance" at any time means the total amount estimated by you to be the amount of any and all Citibank Debit Card Transactions effected or proposed to be effected on my Citibank Debit & ATM Card, but which have not been debited from the Designated Account.

(f) "MasterCard" or "MasterCard International" means MasterCard International Incorporated, a company registered as per the laws of Delaware, U.S.A. and whose office is situated at 2000 Purchase Street, Purchase NY 10577-2509 of which you are a member institution and includes its successors-in-title and assigns.

(g) "Overdrawn Balance" in relation to any Account means the balance in the Account in your favour, or where you have granted me an overdraft facility or line of credit in respect of the Account, the balance in the Account in your favour less the limit which you have notified to me of such overdraft facility or line of credit.

(h) "PIN" means the Personal Identification Number issued by you to allow me to use my Citibank Debit & ATM Card at an ATM.

(i) "Transaction Limits" means the relevant maximum accumulated daily limit permitted by you, and communicated to me by you from time to time in respect of each type of Transaction that may be available to me respectively.

(j) "Validity Date" means the expiry date of the Citibank Debit & ATM Card as printed on the Citibank Debit & ATM Card.

(k) "Visa" or "Visa International" means VISA International Service Association, an association unincorporated in the State of Delaware, United States of America with its registered office at 900, 901, 800, Metro Center Boulevard, Foster City, CA 94404-2172 United States of America of which you are a member institution and includes its successors-in-title and assigns.

(l) "I", "me", "my", "cardmember" means the person to whom the Citibank Debit & ATM Card is issued.

(m) "MyDebit" means "MyDebit" local payment network, a card payment scheme that allows the Cardmember to make payment for the purchase of goods and/or services at any Authorised Merchants by debiting directly from the Account.
62. Terms defined in the terms and conditions governing my Account(s) with you and used herein will bear the same meanings in these Terms and Conditions.

63. You may send me the Citibank Debit & ATM Card and the PIN by ordinary post at my sole risk. You are not liable for any loss or damage which I may suffer if I fail to receive the Citibank Debit & ATM Card and/or the PIN.

64. I must immediately sign on that Citibank Debit & ATM Card when I receive it and select the PIN for the Citibank Debit & ATM Card. I must not at any time disclose the PIN to anyone to facilitate the use of my Citibank Debit & ATM Card.

65. The Citibank Debit & ATM Card may only be used subject to the conditions of use imposed by you from time to time, the applicable laws of Malaysia, the rules and regulations imposed by the regulatory authorities of Malaysia and the terms and conditions governing the use of the Citibank Debit & ATM Card on your local ATM network applicable to the use of the shared ATM Network under MEPS, MEPS switching partners, VISA PLUS, MasterCard and any other institutions approved by Bank Negara Malaysia. I understand that the Citibank Debit & ATM Card is not transferable and may only be used by the person to whom you issued the Citibank Debit & ATM Card and whose name is embossed on the Citibank Debit & ATM Card, if there is a name on the Citibank Debit & ATM Card.

66. The Citibank Debit & ATM Card is valid only until the Validity Date. Upon the expiry of the Validity Date, I will cut my Citibank Debit & ATM Card into several pieces ensuring that the chip and magnetic stripe portion is completely damaged, which will be issued at your discretion.

67. I will not use or attempt to use my Citibank Debit & ATM Card unless there are sufficient funds in my Account(s). Further, the usage of the Citibank Debit & ATM Card is subject to the Transaction Limits that may be imposed on the Citibank Debit & ATM Card. In the event that any Transaction should exceed the relevant Transaction Limit, you reserve the right to reject the Transaction.

68. If for any reason the Designated Account is overdrawn, I must, on demand by you, make good the amount overdrawn including any interest thereon which will be calculated on the interest rates prescribed by you from time to time for overdraft facilities granted by you. Notwithstanding the above, in the event that you have granted an overdraft facility to me which is linked to the Designated Account, then the prevailing terms and conditions of the overdraft facility granted by you to me will apply.

69. The Citibank Debit & ATM Card must not be used for any unlawful activities, activities which are fraudulent or activities which are or which you believe are prohibited under the terms and conditions as set out in this Document or the laws of Malaysia. This prohibition extends to any online betting and/or gambling activity and/or any business or commercial purpose, which are deemed unacceptable by you. In this regard, you do not owe me any duty and/or obligation to monitor and block the use of my Citibank Debit & ATM Card for any prohibited activity, although you are entitled to do so at any time. If you do find or suspect that my
Citibank Debit & ATM Card has been used for any prohibited activity, you will be entitled to immediately terminate the use of my Citibank Debit & ATM Card.

70. I may request you to change any of the Transaction Limits to a lower limit but you are under no obligation to agree to my request. Changes to any of the Transaction Limits will be subject always to such other terms and conditions that you may impose from time to time. You also reserve the right to vary any of the Transaction Limits from time to time at your discretion without providing any reason and I will be notified of the variation in any form or method as you may prescribe.

71. You are entitled to treat any request by any means of communication to any merchant for the supply of goods and/or services to be charged to the Designated Account, whether made or authorised by me and whether a sales draft or voucher, receipt, charge slip or any other document is signed by me, or otherwise, as a valid Citibank Debit Card Transaction and you may debit the Designated Account with the amount of such Citibank Debit Card Transaction.

72. To the fullest extent permitted by law, I will in all circumstances accept full responsibility for all Transactions processed by the use of my Citibank Debit & ATM Card, whether or not processed with my knowledge, acquiescence, or authority. I authorise you to debit my Account(s) with the amount of any payment, purchase, withdrawal of cash or transfer of funds effected with my Citibank Debit & ATM Card in accordance with your record of transactions.

73. Citibank Debit Card Transactions will be deemed to be cash withdrawal transactions and I authorise you to debit my Designated Account for the total amount of any payment, purchase, withdrawal of cash or transfer of funds effected with my Citibank Debit & ATM Card in accordance with your record of transactions.

74. Cash withdrawal transactions, when or where applicable, made at POS terminals using the Citibank Debit & ATM Card will be subject to the following:-

(a) that the cash withdrawal will be made together with purchases made using the Citibank Debit & ATM Card;
(b) the amount of each cash withdrawal is not more than the limit specifically prescribed by you and/or the relevant merchant in respect of cash withdrawal of this nature, whichever is lower, from time to time;
(c) will only be transacted at your selected authorised merchants in Malaysia; and
(d) such other relevant terms and conditions that you and/or the relevant merchant may impose at your/their discretion from time to time.

75. In addition to the interest, charges and fees which you may impose in connection with the Account(s), I am also liable to pay such other interest, charges and fees at such rates and amounts and on such basis as you may at your discretion, prescribe from time to time for the issue and/or use of the Citibank Debit & ATM Card. These interest, charges and fees are not refundable and you may debit the same to my Account(s).
76. You may assign a Held Balance for the purpose of any Citibank Debit Card Transaction proposed to be effected on the Citibank Debit & ATM Card. The amount of such Held Balance and period that such Held Balance may be maintained will be determined by you at your discretion.

You may at your discretion debit the Designated Account with the amount of the Held Balance (or any part of it) whether or not such amount represents the Citibank Debit Card Transaction. In the event you debit any amount from the Designated Account and you subsequently determine that such amount (or any part of it) ought not to be so debited, you will re-credit such sum to the Designated Account (free of interest) (and if you have charged me any interest in respect of such sum, you may at your discretion waive such interest).

Nothing in these Terms and Conditions will limit your right to debit the Designated Account or any other Account(s) with the amount of any Transaction (including any interests, charges, fees, costs and expenses) regardless of whether such amount is equal to the amount of the Held Balance.

77. If any cash withdrawal or Citibank Debit Card Transaction is denominated in a currency other than Ringgit Malaysia, you will convert it to Ringgit Malaysia at such time and rate of exchange as you may in your discretion adopt in accordance with your usual practice before you debit it to the relevant Account(s) unless agreed otherwise for foreign currency accounts.

78. You will credit any Account(s) with any refund in respect of any Citibank Debit Card Transaction or any payment or other credit due to me at such time as you may determine in accordance with your usual practice after your receipt of the amount of such refund, payment or credit in Malaysia. If such refund, payment or credit is received in a currency other than Ringgit Malaysia, you will convert it to Ringgit Malaysia at such time and rate of exchange as you may in your discretion adopt in accordance with your usual practice unless agreed otherwise for foreign currency accounts. I will bear all exchange risks, losses, commission, fees and charges which may arise as a result.

79. Any cash withdrawal and/or Citibank Debit Card Transaction made with my Citibank Debit & ATM Card outside Malaysia constitute a payment by you to me and a remittance to the country where the cash withdrawal and/or Citibank Debit Card Transaction is effected, at such rate of exchange as you may deem fit. My right to effect any cash withdrawal and/or Citibank Debit Card Transaction outside Malaysia is subject to the laws and regulations of Malaysia and that of the country in which the cash withdrawal and/or Citibank Debit Card Transaction is effected or proposed to be effected (including any exchange controls, regulations or limitations prevailing in such country). In any event, I will fully indemnify you for all exchange risks, losses, communications and other fees and charges which may be incurred as a result.

80. I must keep my Citibank Debit & ATM Card in a safe and secure place. I must ensure that my PIN and/or my CIN are not disclosed to any third party and ensure that my PIN is not kept with my Citibank Debit & ATM Card. I must take all steps and precaution to prevent any
forgery, fraud, loss or theft in respect of or in relation to my Citibank Debit & ATM Card, PIN and CIN.

81. If my Citibank Debit & ATM Card is lost, stolen or used by any other person or my PIN and/or CIN is disclosed to any other person, I must and I will:

(a) immediately notify you; and
(b) make a police report in the country where the event occurred and send to you a written confirmation of such event within three (3) days after having notified you and made a police report, whenever required.

82. I am liable for all unauthorized Transactions effected with my Citibank Debit & ATM Card before such notice reaches you. However, in cases where you, in your opinion, believe that I had acted fraudulently or dishonestly in using the Citibank Debit & ATM Card or in causing the loss or theft of the Citibank Debit & ATM Card or the disclosure of the PIN, I will be liable to you in respect of all Transactions effected with my Citibank Debit & ATM Card and for all losses, costs, expenses and damages suffered by you as a result of the fraudulent or dishonest act notwithstanding that I have reported the incident in accordance with this condition. I agree to indemnify and keep you indemnified from all such losses, costs, expenses and damages.

If the lost or stolen Citibank Debit & ATM Card is found, I must not use the card but must immediately cut the card into several pieces ensuring that the chip and magnetic stripe portion is completely damaged. I must not use the CIN and/or the PIN after reporting to you that the CIN and/or PIN has been disclosed to a third party. You may, in your discretion (but are not obliged to) issue a replacement card or a new PIN upon such terms and conditions as you may deem fit.

83. I agree that all Transactions arising from the use of the Citibank Debit & ATM Card in respect of a joint account will be binding on all the joint account holders, jointly and severally, whether or not such Transactions were entered into with the knowledge, acquiescence or authority of any of the other joint account holders.

84. I accept your record of Transactions as correct except where there is obvious error, and it will be binding and conclusive evidence of such Transactions.

85. The issuance of the Citibank Debit & ATM Card does not imply any obligation on your part that the card will be honoured.

86. If there is a dispute arising from or in connection with any Transaction, you are not obligated to entertain such dispute. If you decide at your discretion to entertain such dispute, reversal of the Transaction (if any) will only take place upon completion of the investigations into the dispute. I agree that any disputes relating to non-dispensed cash or incorrect amounts of dispensed cash when using the Citibank Debit & ATM Card (with the Designated Account debited) will only be acted on by you upon my completing the MEPS Counter Complaints Form. You will only act on the complaint and attempt to resolve the complaint within
eighty-seven (87). I will return (whether formally demanded or not) the Citibank Debit & ATM Card to you for cancellation in the event I no longer require the Citibank Debit & ATM Card or if you at your discretion, with notice to me and without assigning any reason, cancel or withdraw the Citibank Debit & ATM Card or my right to use the Citibank Debit & ATM Card to effect Citibank Debit Card Transactions and/or cash withdrawals whether or not I am in default of these Terms and Conditions.

eighty-eight (88). I agree not to hold you liable, responsible or accountable in any way for any loss, damage, or injury however caused or if the Citibank Debit & ATM Card is not honoured due to any fault attributable to any acts or omissions by MEPS, MEPS switching partners, VISA PLUS, MasterCard, MyDebit any mechanical defect or malfunction of any ATM, POS terminal, internet network or such other terminals or channels that is available to me or due to a loss or interruption of power supply.

eighty-nine (89). You will not be held liable for any act or omission by any merchant accepting the Citibank Debit & ATM Card however caused, including any refusal to accept the Citibank Debit & ATM Card, or any statement or other communication made in connection with it, or any defect or deficiency in goods or services. I must liaise directly with the merchant on any claim or dispute and will not dispute any payment made by you from my Account(s) on such claims or dispute.

eighty (90). I acknowledge that the balance reflected on the ATM screens, the internet or such other terminals or channels that is available to me will not include deposits which have not been verified by you and checks issued by me that have not been processed by you. The balance reflected on the ATM screen, the internet or such other terminals or channels that are available to me will not be taken as conclusive of the state of my Account(s).

ninety (91). Any renewal or replacement of the Citibank Debit & ATM Card is subject to charges and fees that may be imposed by you from time to time and such other terms and conditions prevailing at that time.

ninety-two (92). I acknowledge that you may, at your discretion, grant to me a “Card link” (“the Link”). If the Link is granted, the Citibank Debit & ATM Card may be used to effect transactions relating to such accounts opened by me as may be determined by you. Where I open new accounts subsequent to the grant of the Link, you may, at your discretion, grant an extension of the Link to such new accounts.

ninety-three (93). I will only be issued with one Citibank Debit & ATM Card at any one time, subject to your discretion to issue more than one Citibank Debit & ATM Card to me as you deem fit.

ninety-four (94). Where more than one Citibank Debit & ATM Card has been issued to me, you have the right to cancel any Citibank Debit & ATM Card(s) as you may determine and I will surrender such card to you.
95. To the fullest extent permitted by law, I will fully indemnify you against any loss, damage, liability, costs and expenses which you may incur or suffer as a result of or in connection with any use or attempted use of the Citibank Debit & ATM Card or the PIN and/or these Terms and Conditions, including:

(a) my breach of any of my obligations under these Terms and Conditions;
(b) the actual or attempted enforcement or protection of any of your rights and remedies against me; and/or
(c) any change in law, regulation or official directive which has an effect on the Citibank Debit & ATM Card and/or these Terms and Conditions.

I will pay to you immediately upon your demand, the full amount of such sums incurred or suffered by you pursuant to this paragraph. You are authorised to debit such sums at any time from any of my Account(s).

96. (a) Regardless of any provision contained in these Terms and Conditions, if I do not agree to any provision in these Terms and Conditions, I must not sign on, retain or use the Citibank Debit & ATM Card. Instead, I will immediately cut the Citibank Debit & ATM Card into several pieces ensuring that the chip and magnetic stripe portion is completely damaged. I will be deemed to have accepted and agreed to these Terms and Conditions if I sign on, retain or use the Citibank Debit & ATM Card.

(b) You may at any time amend any of these Terms and Conditions and you will notify me of any such changes in such manner as you may in your discretion, deem fit. I agree to be bound by any such amendment. If I do not accept such changes, I may terminate the use of my Citibank Debit & ATM Card after you have given such notice of change. If I retain or use the Citibank Debit & ATM Card or the CIN or the PIN after you have given such notice of change, I will be deemed to have accepted such changes without reservation.

97. The Citibank Debit & ATM Card remains your property at all times. I must immediately return my Citibank Debit & ATM Card to you upon your request which you may make at any time in your discretion.

98. The use of my Citibank Debit & ATM Card will be immediately terminated if all Account(s) are closed for any reason.

99. My Citibank Debit & ATM Card may not be used to effect any Citibank Debit Card Transaction once the Designated Account is closed, even if my other Account(s) remain in force.

100. Your rights and remedies under these Terms and Conditions is not determined, affected or prejudiced by my bankruptcy, insanity, death or other legal disability, and I or my representative are be bound to immediately destroy the Citibank Debit & ATM Card cut in the manner described in paragraph 82 of this section above.
101. My obligations and liabilities under these Terms and Conditions will continue notwithstanding any termination of the use of my Citibank Debit & ATM Card for any reason. In addition, notwithstanding the closure of any or all of the Account(s), I will remain liable for the amount of any and all cash withdrawals and/or Citibank Debit Card Transactions effected through the use of my Citibank Debit & ATM Card (including all fees, interests and charges relating to such Citibank Debit Card Transactions and/or cash withdrawals) whether or not such cash withdrawals and/or Citibank Debit Card Transactions were debited from the Account(s) prior to closure and the provisions of these Terms and Conditions will apply in respect of all such cash withdrawals and Citibank Debit Card Transactions.

102. Without affecting any of your rights and remedies, you are entitled, at any time, to refuse to approve and honour any proposed:

(a) cash withdrawal notwithstanding that the amount of the proposed cash withdrawal does not exceed the Available Balance or the ATM Limit would not be exceeded if such cash withdrawal is effected; and/or

(b) Citibank Debit Card Transaction notwithstanding that the amount of the proposed Citibank Debit Card Transaction does not exceed the Available Balance in the Designated Account.

103. Notwithstanding the other provisions of these Terms and Conditions, you may allow or approve any Citibank Debit Card Transaction and/or cash withdrawal, even if:

(a) the amount of the cash withdrawal and/or Citibank Debit Card Transaction exceeds the Available Balance in the relevant Account(s); and/or

(b) the Transaction Limits would be exceeded, as the case may be, and you may debit the Designated Account (or any other Account(s)) with any amount due from me to you (including any cash withdrawal and/or Citibank Debit Card Transaction, interest, fees, charge or otherwise) even if an Overdrawn Balance would result in any Account(s) from such debiting.

104. You are entitled at any time in your discretion, to:

(a) suspend my right to use the Citibank Debit Card entirely or in respect of specified facilities;

(b) increase or decrease the ATM Limit and/or the Transaction Limits;

(c) refuse to re-issue, renew or replace any Citibank Debit & ATM Card; and/or

(d) introduce, amend, vary, restrict, suspend, terminate or withdraw all or any of the benefits, services, facilities and privileges in connection with my Citibank Debit & ATM Card and/or the use of my Citibank Debit & ATM Card,

whether specifically relating to me or generally to all or specific cardmembers.
105. Where I am issued with a Citibank Debit & ATM Card the CIN may or may not coincide with the number of any Account(s). In addition, you may at my request or at any time without incurring any liability or giving any reason, and upon giving me notice, change my CIN and issue a replacement Citibank Debit & ATM Card, and you may, continue to debit all Citibank Debit Card Transactions on my new Citibank Debit & ATM Card to the Designated Account.

106. You may also continue to debit all cash withdrawals on my new Citibank Debit & ATM Card to the relevant Account(s). If you have given me such notice, I must immediately return to you my Citibank Debit & ATM Card cut in the manner specified in this section. In addition, in the event that another account maintained by me with you is designated with your consent as the "Designated Account" for the use of my Citibank Debit & ATM Card in place of the Designated Account, such account will be regarded as the Designated Account for the purpose of these Terms and Conditions with effect from such date as you may notify me.

107. You may from time to time arrange for or procure benefits, discounts, retail rebates or programmes in conjunction with the use of my Citibank Debit & ATM Card. Such benefits, discounts, retail rebates or programmes may be subject to such terms and conditions and restrictions as you may notify me, and you may withdraw any such benefit, discount, retail rebates or programme at any time.

108. I will not hold you responsible for any act or omission in relation to any goods or services supplied by any merchant (whether introduced by you to me or otherwise) or the quality or performance of any goods or services pursuant to or in relation to any cash withdrawal and/or Citibank Debit Card Transaction. If I have any complaint against any merchant, I will resolve such dispute with the merchant; my liability owing to you will not be affected by such dispute or any counterclaim or right of set-off which I may have against such merchant. My rights under these Terms and Conditions are not to be assigned or otherwise disposed of.

109. I will not hold you liable in any way and I will have no claims against you if my Citibank Debit & ATM Card is not accepted or honoured by any merchant, bank, financial institution or any other person for any reason.

110. Notwithstanding any other terms and conditions of these Terms and Conditions and to the fullest extent permitted by law, you are not responsible to me for any loss, damage, inconvenience, embarrassment, cost and expense of any nature which in any way may be suffered or incurred by me or by any other person in connection with the use or attempted use of my Citibank Debit & ATM Card, the CIN or PIN and/or these Terms and Conditions, including:

(a) any repossession of the Citibank Debit & ATM Card or any request for its return;

(b) any malfunction or failure of any machine or system of authorisation or transmission link or ATM or POS terminal;

(c) any damage or loss of the Citibank Debit & ATM Card; and
(d) any inability to retrieve any data or information that may be stored in the Citibank Debit & ATM Card;

however caused.

111. To the fullest extent permitted by law, I agree that you have the discretion to use such agents, contractors and/or correspondents as you deem fit to carry out or procure any of the matters or transactions governed by or contemplated in these Terms and Conditions, and you are not liable to me for any act, omission or wilful default on the part of such agents, contractors and/or correspondents. Any such losses or damages that you are liable for will be limited to Direct Damages only.

112. Where I have a Citibank Debit & ATM Card with point-of-sale debit payment functionality:

(a) if I use my Citibank Debit & ATM Card to purchase goods or services by instalments or to make payments on a recurring basis, I authorise you to pay such instalments for me as they become due and debit the amount paid by you from the Designated Account or any other Account(s); and

(b) if my right to use my Citibank Debit & ATM Card is suspended or the Designated Account is closed, you may at your option and without affecting any of your rights and remedies, stop paying the said instalments for me, or debit the total sum of the remaining instalments to the Designated Account or any other Account(s) or require me to pay the same immediately.

113. I also agree to be bound by any other specific terms and conditions governing such recurring/instalment payment scheme. In the event of conflict, such specific terms and conditions are to prevail over the provisions of this paragraph but only to the extent necessary to give full effect to those terms and conditions.

114. In the event that my Account(s) (or any of them) is maintained jointly for me and one or more other persons (referred to as "Joint Account Holder" for the purpose of this paragraph):

(a) you may at your discretion issue any Citibank Debit & ATM Card to each Joint Account Holder without reference or notice to me (and such Citibank Debit & ATM Card may or may not come with point-of-sale debit payment functionality as you consider appropriate);

(b) all references to "me" and "I" will where the context allows include each and every Joint Account Holder in whose name the Account is maintained;

(c) I, together with each and every Joint Account Holder will be jointly and severally bound to observe, comply and perform the duties and obligations in these Terms and Conditions;
(d) you are entitled to make arrangements with or release any of the Joint Account Holders without thereby affecting in any way the obligations or continued liability of any other of them;

(e) my liabilities will not be affected in any way by any dispute or counterclaim or right of set-off which the Joint Account Holders may have against each other or by the discharge of any one of them for any reason or by the invalidity or unenforceability of any of these Terms and Conditions in relation to any of the Joint Account Holders or by the death, disability, mental incapacity or bankruptcy of any of the Joint Account Holders;

(f) you are entitled to act or rely on any communication, request or instruction given or purported to be given by any Joint Account Holder (whether with or without my knowledge or authority) and I will be bound by such communication, request or instruction; and

(g) any Account Statement or notice relating to the use, facilities or benefits of any Citibank Debit & ATM Card or any amendment to these Terms and Conditions dispatched to the primary account holder of the account will be deemed to have been dispatched and received by each and every Joint Account Holder (including myself) at the time when that primary account holder receives or is deemed to have received the same.

115. Your records (including computer and microfilm stored records) of all matters relating to me, any cash withdrawal, Citibank Debit Card Transaction, my Citibank Debit & ATM Card and/or my Account(s) are conclusive evidence of such matters and is binding against me for all purposes, except for obvious error, subject to your right to rectify any error or omission and your right to adduce other evidence.

I agree not to dispute the authenticity or accuracy of any computer output relied upon by you for any purpose. You may, in your discretion, destroy any document relating to any cash withdrawal, Citibank Debit Card Transaction, my Citibank Debit & ATM Card and/or my Account(s) after recording the same in such manner as you may deem fit as well as to destroy such records at any time.

116. (deleted)

**International Debit & ATM Card Service**

117. The terms used in this section on International Debit & ATM Card Service will have the same meanings as the terms defined in the Citibank Debit & ATM Card Service section, unless the context specifies otherwise.

By participating in the International Card Service which entitles me to use the Citibank Debit & ATM Card (if applicable) overseas to make withdrawals at ATMs belonging to you, Citicorp, Citibank N.A., Citicorp Overseas Investment Corporation and their respective banking subsidiaries or related corporations or other participating banks or financial
institutions to the VISA Global ATM Network or MasterCard Global ATM Network, or their respective affiliated networks, in respect of which you have an existing arrangement to allow me to use the Citibank Debit & ATM Card at such ATMs as well as perform Citibank Debit Card Transactions using the Citibank Debit & ATM Card at authorised merchants. I understand that the use of the Citibank Debit & ATM Card in respect of the International Card Service is subject to the terms and conditions of the Citibank Debit & ATM Card Service and the following:-

(a) In connection with the use of the Citibank Debit & ATM Card, I acknowledge that Citibank N.A. would have to make arrangements on your behalf for transaction data to be collected, stored and communicated for processing. Such processing may include identifying account balance information and will, in whole or in part, be performed electronically on your behalf by other entities either in the country where I used the ATM or elsewhere.

(b) I consent:

(i) to the collection, storage, communication and processing of identifying and account balance information by any means necessary for you to maintain appropriate transaction and account records;

(ii) to the disclosure and transmission to participants and processors in the Citishare network details of my/our Account(s), PIN and information and other data in respect of the Transaction which are necessary to enable the Citibank Debit & ATM Card to be used at any ATM outside Malaysia;

(iii) to the retention of such information and data by the said participants and processors in the Citishare network with laws and regulations governing change control, disclosure of information and such other areas to which such participants and processors are subject.

(c) Where the Citibank Debit & ATM Card is used outside Malaysia, the transaction will be charged in the official currency of the country concerned and converted into Ringgit Malaysia at such exchange rate and at such time as may be determined by VISA International, MasterCard International or by you at your discretion unless agreed otherwise for foreign currency accounts. I agree that you can charge handling charges for each withdrawal transaction at your overseas shared ATM network under MEPS switching partners, VISA PLUS, MasterCard or any other institution approved by Bank Negara Malaysia, and I also agree that these handling charges will be debited to my Designated Account. I will bear all exchange risks, losses, commission, fees and charges which may thereby arise.

(d) All Transactions made outside Malaysia will be subject to these Terms and Conditions as well as those laws existing in the country where the Transactions originate. The terms and conditions governing the use of the Citibank Debit & ATM Card on your overseas shared ATM network will also apply to the use of the shared ATM Network under MEPS switching partners, VISA PLUS, MasterCard and any other institutions approved by Bank Negara Malaysia.
(e) You may at any time suspend or terminate my ability to use the Citibank Debit & ATM Card at any of your ATMs or non-Citibank ATMs or authorized merchants outside Malaysia and you will not be liable to me for any loss or damage suffered by me resulting in any way from such suspension or termination.

(f) I will pay to you all fees and charges which are or may be imposed or incurred by you from time to time in connection with my use of the Citibank Debit & ATM Card at ATMs or any authorised merchant offering the International Card Service and you are entitled to debit any of my Account(s) for such amounts.

**Citibank GIRO Service**

118. The terms and conditions in this section govern the use of the Citibank GIRO Service (as defined below) which are to be read together with these Terms and Conditions, as well as any other rules and regulations binding on you, including the rules, regulations, manuals and/or guidelines of any funds transfer system to which you belong.

The following terms and expressions will have the following meanings unless the context requires otherwise:-

(a) “Account(s)” means any one or more accounts held by me (or us, where we are a corporation) with you (including checking, savings, time deposit, investment, loan and/or credit card accounts) to participate or transact through the Inter-bank GIRO system in accordance with these Terms and Conditions and as determined by you from time to time; which expression will include all joint holders of the Account(s).

(b) “Funds Account” means an account held by me or any third parties maintained with any Participant.

(c) “Funds Transfer Instruction” means the instruction given by me via any Mode to debit funds from either my checking or saving accounts maintained with you and to credit into a Funds Account through the Inter-bank GIRO System.

(d) “GIRO” means the Citibank Inter-bank GIRO service effected through the Inter-bank GIRO System.

(e) “Inter-bank GIRO System” means a funds transfer payment system operated by Malaysian Electronic Payment Systems (1997) Sdn. Bhd. (including its successors in title and assigns) to allow me to request my bank to make inter-bank payments or collect payments to either my own account or any third party account(s) maintained with a Participant.

(f) “Mode” means any mode including over-the-counter, Citibank Online or such other mode as may be prescribed and made available by you from time to time.

(g) “Participant” means any bank or financial institution (other than Citibank) licensed under the Financial Services Act, 2013 (as may be amended or superseded from
time to time) carrying on banking business or banking and finance company business in Malaysia which is a participant to the Inter-bank GIRO System.

(h) “Statement of Account” means the consolidated statement of account issued by you every month to me setting out transactions of my Account(s).

119. I will be able to access the GIRO service via any Mode and in accordance with the procedures and terms and conditions as may be prescribed by you.

120. The minimum and maximum amount of funds that may be transferred through GIRO will be as prescribed by you and may vary from one Mode of GIRO to another Mode of GIRO through your facilities.

121. To use GIRO, I must complete and submit to you the Funds Transfer Instruction in such form as you may prescribe and will include all such information as required by you. Upon submission of the Funds Transfer Instruction, such Funds Transfer Instruction will be deemed fixed, finalized, effective and binding on me.

122. The duly completed Funds Transfer Instruction received by you will be processed at such designated times on the Business Day on which the instruction was issued, or by the next Business Day, or such other day as at your discretion.

123. I am responsible to pay for all service charges, transaction fees and/or any other amounts imposed by you in respect of the GIRO service. You are entitled to vary such service charges, transaction fees and/or impose additional fees or charges from time to time as you think fit.

124. The processing of the Funds Transfer Instruction by you is also subject to the terms and conditions and/or approval of the Participant with which the Funds Account is maintained.

125. I am responsible to nominate and ensure that the Funds Account is a designated account capable for the receiving, payment and/or collection of funds via GIRO. It will be my responsibility and not yours to ensure the accuracy of the particulars of the Account(s) given to any Participant either by me or a third party so as to enable a successful transfer of funds from the relevant Funds Account into the relevant Account(s).

126. I am responsible to ensure that my Account(s) have the available funds for transfer at the time of processing of the Funds Transfer Instruction. You are not obliged to carry out any payment instructions unless the Account(s) have sufficient funds.

127. You are not obliged to inform me of any rejection (if any) of any Funds Transfer Instruction. The onus lies with me to ensure that all details and particulars of the Funds Account is accurate and complete.

128. You are not obliged to inform me of any receipt of funds through GIRO in my Account(s) upon receipt of the funds or the outcome of any remittance of funds from the Account(s) to
the Funds Account. Such information may be obtained by me through Citibank Online or Statement of Account.

128A. If the receipt of funds through GIRO is made by mistake or in error into my Account(s), you reserve the right to debit my Account(s) if you are satisfied that the payment is made due to mistaken/erroneous payment. In the event that additional information is required from me such as consent to debit my Account(s) and/or evidence to substantiate ownership of the mistaken/erroneous funds, I will provide the necessary information to you within the prescribed time. Subject to applicable rules and regulations, I understand that you have the right to debit my Account(s) if I do not respond to you within the prescribed time due to any reasons whatsoever.

129. By providing the GIRO service:

(a) to the fullest extent permitted by law, you will not be responsible or liable for any loss, claim, cost, action or damage incurred or suffered by me and/or any third party as a consequence of the use of the GIRO service.

(b) Without limiting the generality of the preceding sub-paragraph, you will not be responsible for, and I will indemnify you against, any loss, damage or embarrassment caused of whatever nature and however arising, including the following situations:

   (i) Where the other Participant to which the Funds Transfer Instruction has been made to, has delayed, rejected, refused or is otherwise unable to accept such Funds Transfer Instruction;

   (ii) Where I failed to maintain sufficient funds in the Account(s) to give effect to the Funds Transfer Instruction;

   (iii) Where I failed to provide you with the timely, complete and correct information for the Funds Transfer Instruction including the particulars of the Funds Account(s);

   (iv) Where an order of court, governmental directive or regulation or legal requirement directs you to prohibit withdrawals from the relevant Account(s);

   (v) The occurrence of any other circumstances beyond your reasonable control (such as force majeure or improper handling of payments by a third party) preventing the processing of the Funds Transfer Instruction;

   (vi) Where there is any destruction or alteration of the Funds Transfer Instruction by me through no fault of yours;

   (vii) Where there is any failure to credit the Account(s) with funds arising from instructions received from a Participant through the Inter-bank GIRO System for any reason whatever.
130. You reserve all rights to amend these Terms and Conditions, and to cancel, terminate or suspend the GIRO service from time to time as you deem fit.

131. Your decision on all matters relating to the GIRO service will be final and binding on me.

**Citigold and Citi Priority Membership Terms And Conditions**

132. Citibank's Citigold and Citi Priority customers are required to hold:-

(a) a minimum total monthly average AUM or Total Relationship Balance for Citigold; and

(b) a minimum total monthly average AUM for Citi Priority,

of such amount as is stipulated and required by you from time to time (subject to change by you at any time with prior notice to us) (the “Qualifying Amount”).

133. Membership to Citigold and Citi Priority is by invitation only.

134. (a) I agree that if:-

(i) I now or at any time have cash deposits with you; and

(ii) the total monthly average AUM or Total Relationship Balance now or at any time and from time to time hereafter of such cash deposits is at least the Qualifying Amount;

you may invite me to become a member of Citigold or Citi Priority upon these Terms and Conditions or as specified in your invitation.

(b) I also agree that:-

(i) by using any of the Citigold or Citi Priority privileges; or

(ii) by not notifying you on my refusal of the Citigold or Citi Priority membership upon receipt of your invitation;

I will be deemed to have agreed to your invitation and the Citigold or Citi Priority membership upon the said terms and conditions and I will also be deemed to have represented and warranted to you that the said terms and conditions constitute my legal, valid and binding obligations and are enforceable against me in accordance with their terms.

135. You reserve the right to amend, withdraw or terminate any or all Citigold or Citi Priority privileges at any time at your discretion without having to assign any reason.

136. I agree that, in addition and without affecting your rights under the preceding paragraph, if at any time and from time to time after I have become a Citigold member my total monthly average AUM or Total Relationship Balance with you is less than the Qualifying Amount, you may require me to pay a service charge which you may prescribe at your discretion at
any time for that month and you may debit any of my Account(s) with the full amount of such service charge.

**Citi Mobile® Service Terms of Use**

137. By accessing or using any feature of Citi Mobile or downloading the Citi Mobile software application, I hereby agree to the following terms of use for the Citi Mobile service, including the software application that is compatible for use on (i) the iPhone mobile device or iPod touch mobile device, and/or (ii) a mobile device operating on the Android™ operating system, which is offered by you.

138. Citi Mobile service is available to me if I have an activated Citibank® Debit and/or ATM Card and/or consumer Credit Card ("Card"), a compatible wireless web-enabled cell phone or other type of mobile device ("Eligible Mobile Device") and a User ID that provides accounts access online and via Citi Mobile service. I can enroll to obtain account information and make selected transactions using my Eligible Mobile Device. The list of Eligible Mobile Devices is published at Citibank® Online and is subject to change with prior notice.

139. I acknowledge and accept that there is no charge for using the Citi Mobile service unless otherwise notified. However, regular account charges (if any) will apply to services and features that are accessible through the Citi Mobile service. The telecommunications carrier for my Eligible Mobile Device may impose an extra fee in order to make such device ‘wireless web enabled’.

140. I am granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the Citi Mobile application ("Mobile Software") only on a mobile device that I own or control, solely for my personal use and as expressly permitted by these terms of use. Certain Mobile Software that you use to provide the Citi Mobile service has been licensed from third parties (each a "Third Party Licensor") that is not affiliated with you. I agree and accept that this limited right to use the Mobile Software is revocable in your and/or your affiliates’ discretion. You, your affiliates, your and/or their Third Party Licensors retain all right, title and interest in and to the Citi Mobile application and any modifications and updates thereto. I hereby agree not to decompile or reverse engineer the Mobile Software. All rights not expressly granted to me herein are reserved.

141. Transactions initiated using the Citi Mobile service may constitute electronic funds transfers under the Malaysian laws and regulations and I am aware of my rights and responsibilities when making transactions using Citi Mobile, in particular relating to lost or stolen Citibank Debit & ATM Card and/or Credit Cards as well as unauthorized electronic transactions.

142. I acknowledge and agree that I may only

(a) receive information about the Account(s) that are linked to my Card and/or make transfers between the Account(s) that are linked to my Citibank Debit and ATM Card; and
(b) make bill payments to payees that are included in your bill payment payee list or to other personal payees that I had set up in my Account(s) previously;

subject to various limitations that may apply.

143. I acknowledge and agree that

(a) the Citi Mobile service is provided "as is" and without warranty;

(b) from time to time, the Citi Mobile service may be delayed, interrupted or disrupted for an indeterminate period of time due to circumstances beyond your reasonable control including, without limitation, any inaccuracy, interruption or delay in transmission by the telecommunications carrier used with the Eligible Mobile Device to access the wireless web, or any interruption, disruption or failure in the provision of the service, whether caused by strikes, power failures, equipment malfunctions or other reasons;

(c) you, your affiliates or a Third Party Licensor shall not be liable for any claim arising from or related to the Citi Mobile service arising from any such delay, interruption, disruption or similar failure; and

(d) to the fullest extent permitted by law, in no event will you or any of your affiliate or Third Party Licensor be liable for any indirect, consequential or special damages, including lost profits, arising from my use of the Citi Mobile service, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort or otherwise. Any such losses or damages that you are liable for will be limited to Direct Damages only.

144. By identifying a cell phone or other device as an Eligible Mobile Device for use with the Citi Mobile service, I acknowledge and agree that you do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of such device. I am responsible for the selection of an Eligible Mobile Device and for all issues relating to the operation, performance and costs associated with such device with my telecommunications carrier.

145. I acknowledge and agree that

(a) you and your Third-Party Licensors have no obligation to correct any bugs, defects or errors in the Citi Mobile service or software, or to otherwise support, maintain, improve, modify, upgrade, update or enhance the Citi Mobile service or Mobile Software;

(b) you may terminate your use of the Citi Mobile service and expand, reduce or suspend the type and/or dollar amounts of transactions allowed using the service, change the enrollment process and transaction limits associated with it from time to time based on security issues and other factors at any time in its discretion with prior notice; and
(c) you may collect, transmit, store, and use technical, location, and login or other personal data and related information, including but not limited to technical information about your device, system and application software, and peripherals, and information regarding my location, that is gathered periodically to facilitate the provision of Mobile Software updates, product support, and other services to me (if any) related to, or in connection with, the Citi Mobile service.

146. I further agree that I will not use the Citi Mobile application or any services related thereto for any purposes prohibited by Malaysian laws and shall not use or otherwise import, export or re-export the Mobile Software, except as authorized by United States of America laws, Malaysian laws, the laws of the jurisdiction in which the Mobile Software was obtained and any other applicable laws where I may be subject to. I hereby represent and warrant (i) I am not located in a country that is subject to a U.S. Government, Malaysian Government or any other governments' embargo, or has been designated by the U.S. Government, Malaysian Government and/or any other governments as a "terrorist supporting" country; and (ii) I am not listed on any U.S. Government, Malaysian Government and/or any other governments’ list of prohibited or restricted parties.

147. Apple Specific Terms and Conditions

(a) In addition to my agreement with these Terms and Conditions, I acknowledge and agree to the following provisions with respect to my use of the version of the licensed Citi Mobile application compatible with an iPhone or iPod touch device (also called the "Licensed Application").

(b) This Citi Mobile Service Terms of Use is an agreement between you and me. Apple Inc. ("Apple") is not a party to the Citi Mobile Service Terms of Use agreement and does not own and is not responsible for the Licensed Application. Apple is not providing any warranty for the Licensed Application, except if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Licensed Application and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Licensed Application, including, without limitation, any third party product liability claims, claims that the Licensed Application fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Licensed Application, including those pertaining to intellectual property rights, must be directed to you at the address provided.

(c) The license I have been granted is limited to a non-transferable license to use the Licensed Application on any iPhone or iPod touch that I own or control, as permitted by the Usage Rules set forth in the App Store for Malaysia Terms and Conditions. In addition, I agree to comply with the terms of any third party agreement that is applicable to me when using the Licensed Application, such as my wireless data service agreement.
(d) I hereby represent and warrant (i) I am not located in a country that is subject to a U.S. Government, Malaysian Government or any other governments’ embargo, or has been designated by the U.S. Government, Malaysian Government and/or any other governments as a "terrorist supporting" country; and (ii) I am not listed on any U.S. Government, Malaysian Government and/or any other governments’ list of prohibited or restricted parties.

(e) I acknowledge and agree that Apple and Apple’s subsidiaries are third party beneficiaries of this Citi Mobile Service Terms of Use agreement and that, upon my acceptance of the terms and conditions of this Citi Mobile Service Terms of Use agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Citi Mobile Service Terms of Use agreement against me as a third party beneficiary.

148. Citi and Arc Design, Citi, Citibank, Citi Mobile, Citigroup, Citigold, Citi Priority and CitiPhone are registered service marks of Citigroup Inc. or Citibank, N.A. Citigroup Inc. and its subsidiaries also claim rights in certain other trademarks contained in these Terms and Conditions.

iPhone and iPod touch are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Android is a trademark of Google Inc.

[The rest of this page is intentionally left blank]
PART C

PRODUCTS

Savings Account (applicable to all types of Savings Account)

1. Expressions used in this section will have the same meanings as defined in the General section of these Terms and Conditions.

2. Interest at such rates as you may specify will be paid on the credit balances of the Savings Account according to your prevailing practice.

3. I authorise you to debit any of my Account(s) with the full amount of any charges and fees incurred.

4. (a) In the event that I have more than one Savings Account, I authorise you at your discretion (but without any obligation to do so) to automatically transfer any credit balance in my Checking Account exceeding an amount as you may from time to time and at any time specify into my Savings Account and/or any other Account as I may specify, and to transfer available funds from my Savings Account and/or any other Account to my Checking Account to meet any checks drawn on my Checking Account.

(b) Without affecting your right to automatically transfer the credit balance to, and to transfer available funds from, my Savings Account and/or any other Account as you may at your discretion select, I am aware that I may indicate in the application form or by notice in writing to you or by any other form of notice acceptable to you, my preference by nominating a specific Account to facilitate the automatic transfer of the funds mentioned above.

5. Automatic transfer of funds are only made when sufficient funds are available, and in accordance with your normal procedure. Accordingly, cash checks presented for payment may not be honoured if there are insufficient funds in my Checking Account alone at the time of presentation of the check.

No automatic transfer of funds is available for purposes of carrying out any transactions at any of your ATMs.

6. You will not be held liable for any failure or omission to transfer funds for any reason beyond your control, or liable for any loss (including loss of interest) arising from it.
7. By opening a Citibank AcceleRate Savings Account (if available to me), I accept and agree to abide by the following terms and conditions in addition to the provisions under the section entitled “General” in the Citibank Account Terms and Conditions and the terms and conditions imposed by you from time to time in respect of Savings Accounts maintained with you.

8. I acknowledge that the nature of the Citibank AcceleRate Savings Account is a savings account which pays Interest in accordance with the terms and conditions stated below.

9. Interest on the Citibank AcceleRate Savings Account is comprised of the following two components:

   (a) **Base Interest** for the Citibank AcceleRate Savings Account is calculated with reference to the daily credit balance in my Citibank AcceleRate Savings Account on a daily basis at the Interest rate specified by you to be the Base Interest for the Citibank AcceleRate Savings Account. You may vary the Base Interest rate from time to time with notice. The daily Base Interest on the Citibank AcceleRate Savings Account is calculated using the formula below, and will be accrued on a daily basis and credited to the account on the last calendar day of the month.

   \[
   \text{Daily interest} = \frac{\text{Total daily credit balance} \times \text{base interest rate \% \times 1}}{\text{Actual number of calendar days in the particular year}}
   \]

   (b) **Bonus Interest** for the Citibank AcceleRate Savings Account is only applicable to the difference between Average Balance for the month and the previous month’s average balance. The Average Balance is calculated as follows:

   \[
   \text{Average Balance} = \frac{\text{the sum of day end daily account credit balance for the month}}{\text{number of calendar days of the current month}}
   \]

   (i) I will be eligible for the Bonus Interest only if the current month’s Average Balance (defined above) is higher than the previous month’s Average Balance.
I understand that no Bonus Interest will be payable to me if my current month’s balance is lower than my Citibank AcceleRate savings Account’s highest month’s Average Balance.

(ii) Subject to other terms stated herein, fulfilling the criteria stated in (i) will enable an increment of up to 4.38% p.a. Bonus Interest Rate of which may with notice, be changed from time to time.

(iii) The cap for the eligibility in Bonus Interest as per (b)(i) is at RM30,000 per month.

Below is the illustration for Citibank Accelerate Saving Account Base Interest and Bonus Interest:-

<table>
<thead>
<tr>
<th>Month</th>
<th>Average Balance for the month (RM)</th>
<th>Average Balance qualified for Bonus Interest</th>
<th>Base Interest Rate p.a.</th>
<th>Bonus Interest Rate p.a.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5,000</td>
<td>0</td>
<td>0.5% on RM5,000</td>
<td>0%</td>
</tr>
<tr>
<td>2</td>
<td>20,000</td>
<td>15,000</td>
<td>0.5% on RM5,000</td>
<td>4.38% on RM15,000</td>
</tr>
<tr>
<td>3</td>
<td>60,000</td>
<td>30,000</td>
<td>0.5% on RM30,000</td>
<td>4.38% on RM30,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(see subparagraph 8(b)(iii) above)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>40,000</td>
<td>0</td>
<td>0.5% on RM40,000</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td>(Withdrawal 20,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>60,000</td>
<td>0</td>
<td>0.5% on RM60,000</td>
<td>0%</td>
</tr>
<tr>
<td>6</td>
<td>80,000</td>
<td>20,000</td>
<td>0.5% on RM60,000</td>
<td>4.38% on RM20,000</td>
</tr>
</tbody>
</table>

(iv) If the account is closed before the last day of the month, I will not be eligible for the Bonus Interest

10. I acknowledge that a minimum sum of RM5,000.00 is required to open a Citibank AcceleRate Savings Account. You may from time to time and with notice vary the minimum sum required to open and/or to maintain a Citibank AcceleRate Savings Account and I agree to accept such condition.
11. All the rates, Terms and Conditions of the Citibank AcceleRate Savings Account including Interest rates (Base Interest rate and Bonus Interest rate), amount eligible for Bonus Interest rate, minimum amount to open account, and any other features of the Citibank AcceleRate Savings Account are subject to periodic reviews and may be varied, added, deleted and amended as you deem fit with notice. Such variations, additions, deletions or amendments will be binding upon me and will be deemed to be incorporated in these Terms and Conditions and to have been drawn to my attention by their being posted on the Citibank website or displayed at any of your branch premises or communicated to me through my bank statement or by sending me a notice or by advertisement or by any other mode which you may deem fit. You reserve the final right to determine whether to award the Bonus Interest to the account.

12. I acknowledge that my Citibank AcceleRate Savings Account may be operated over the counter at any of your branches in Malaysia, through your CitiPhone Banking services or, if I should have accepted your Citibank ATM/Debit Card Services, by use of the Citibank ATM/Debit Card, or by such other means as you may agree. I confirm my acceptance of, and agree to be bound by, all the prevailing terms and conditions applicable to the Citibank ATM/Debit Card services, CitiPhone Banking services and any other products and/or services offered by you which I may from time to time participate in.

13. The Terms and Conditions of Citibank AcceleRate Savings Account are in addition and supplementary to and not in substitution or in derogation of the Citibank Account Terms and Conditions and all other terms and conditions applicable to customers from time to time. In case of any inconsistency between the Terms and Conditions for Citibank AcceleRate Savings Account and Citibank Account Terms and Conditions, the terms and conditions of the Citibank AcceleRate Savings Account will prevail in respect of the Citibank AcceleRate Savings Account.

14. To the fullest extent permitted by law, I confirm and agree that you may at any time and as you deem fit terminate or discontinue my Citibank AcceleRate Savings Account without incurring any liability to me.

**Checking Account (applicable to all types of Checking Account)**

15. Applications for check books will be made by means of the printed form inserted in each check book or by such other form as you may accept. The signature of such applications must correspond with that in your records.

16. I authorise you to release my name and account number to your printer solely for the purpose of check book issuance only.

17. Checks must be so drawn as to prevent additions or alterations after issue. In particular, all blank spaces should be completed and the word “only” should be added after the amount in words.
18. It is my obligation to take all precautions to prevent forgery or alterations, and you will not be responsible for the consequences.

19. Checks must be duly signed in accordance with the specimen signature(s) registered with you. Checks may be dishonoured if irregular in any manner without any liability on your part.

20. I agree and will ensure to keep all check books under lock when not in use and notify you immediately if any check is missing.

21. No alterations whatsoever can be made on checks. You reserve the right to dishonour and return checks which in your opinion bear any form of alteration (whether countersigned by the drawer or drawers or otherwise).

22. Interest at such rates as you may from time to time specify, subject to a minimum charge as you may from time to time prescribe, at your discretion will, if I agree at that point of time, be chargeable to and payable by me to you, at such times as you may stipulate on the debit balances in my Checking Account with no pre-arranged overdraft facility. This paragraph is not applicable to the Islamic Checking Accounts.

23. I agree that you may, at your discretion, from time to time by written notice to me offer to make available to me through my Checking Account specified in your notice, an overdraft facility of such amount and upon such terms and conditions as may be specified in your notice. This paragraph is not applicable to the Islamic Checking Accounts, Citibank Step-Up Interest Account and Citibank Max Yield Account.

24. I also agree that:-

   (a) by utilizing the overdraft facility or by otherwise overdrawing on or permitting my Checking Account to be overdrawn; or

   (b) by not notifying you of my rejection of your offer of the overdraft facility within seven (7) days of my receipt of your notice;

I will be deemed to have accepted and agreed to the overdraft facility upon the said terms and conditions and I will also be deemed to have represented and warranted to you that the said terms and conditions constitute my legal, valid and binding obligations and are enforceable against me in accordance with their terms.

25. A service charge of RM10 (or such other amount as you may from time to time specify) for each half year may be made on the Checking Account with an average balance of less than RM1,000 (or such other amount as you may from time to time specify) during the half year. The amount of service charge and the minimum balance requirement may differ depending on the type of Checking Account.

Premium Checking Account (Protected by PIDM up to RM250,000 for each Depositor)
26. By requesting for and opening a Citibank Premium Checking Account (if available to me) with you, I agree to accept and abide by the terms and conditions in this section applicable to the Citibank Premium Checking Account in addition to the terms and conditions imposed by you from time to time in respect of Checking Accounts maintained with you.

27. I understand and acknowledge that the nature of the Citibank Premium Checking Account is a current account which pays interest in accordance with the terms and conditions stated below.

28. I agree that interest will not be payable on the credit balance of my Citibank Premium Checking Account which does not exceed such amount as you may from time to time specify.

29. I accept that only the daily credit balance in my Citibank Premium Checking Account in excess of such amount as you may from time to time specify will earn interest on a daily rest basis at such prevailing rate of interest as you may specify to be payable on Citibank Premium Checking Account. Such interest, if any, will be paid monthly.

30. I acknowledge that you may from time to time stipulate a minimum opening amount in order to open or to maintain a Citibank Premium Checking Account and I agree to accept such condition.

31. I agree that you may charge and I agree to pay immediately upon your request a monthly service charge when the monthly average credit balance of my Citibank Premium Checking Account falls below such minimum amount as you may impose. I also agree that you may, without affecting any of your other rights or remedies, debit such monthly service charge into my Citibank Premium Checking Account at the end of every month.

32. I agree and consent to the disclosure and incorporation of information relating to my Citibank Premium Checking Account in the CitiOne statement.

33. I agree to accept and abide by all terms and conditions which you may from time to time stipulate in relation to check books which are issued to me from time to time.

34. I acknowledge that my Citibank Premium Checking Account may be operated over the counter at any of your branches in Malaysia or, if I should have accepted your Citibank ATM/Debit Card Services or participated in your CitiPhone Banking, by use of the Citibank Debit & ATM Card or over the telephone or by such other means as you may agree. I confirm my acceptance of all terms and conditions stipulated by you in relation to your Citicard Services, CitiPhone Banking and such other applicable products offered by you which I may participate in.

35. In the event of any inconsistencies between the terms applicable to Citibank Premium Checking Account and your terms relating to checking account, the terms of the Citibank Premium Checking Account will prevail.
36. I confirm and agree that you may at any time and at your discretion cancel or discontinue my Citibank Premium Checking Account without any obligation to give any reasons and without incurring any liability to me.

**Citibank Step-Up Interest Account (Protected by PIDM up to RM250,000 for each Depositor)**

37. By opening a Citibank Step-Up Interest Account (if available to me), I accept and agree to abide by the following terms and conditions in addition to the provisions under the section entitled “General” in these Terms and Conditions and the terms and conditions imposed by you from time to time in respect of Checking Accounts maintained with you.

38. I acknowledge that the nature of the Citibank Step-Up Interest Account is a checking (current) account which pays interest in accordance with the terms and conditions stated below.

39. Interest on the Citibank Step-Up Interest Account is comprised of the following two components:

(a) **Base Interest** for the Citibank Step-Up Interest Account is calculated with reference to the daily credit balance in my Step-Up Interest Account on a daily basis at the interest rate specified by you to be the Base Interest for the Citibank Step-Up Interest Account. You may vary the Base Interest rate from time to time with notice. The daily Base Interest on the Citibank Step-Up Interest Account is calculated using the formula below, and will be accrued on a daily basis and credited to the account on the last calendar day of the month.

\[
\text{Daily interest} = \frac{\text{Total daily credit} \times \text{base interest rate} \times \frac{1}{\text{Actual number of calendar days in the particular year}}}{\text{balance} \times \text{p.a.}}
\]

(b) **Bonus Interest** for the Citibank Step-Up Interest Account is calculated with reference to the previous month’s Average Balance (defined below) in my Step-Up Interest Account, and is subject to the following terms:

(i) I will be eligible for the Bonus Interest only if the current month’s Average Balance (defined below) is higher than the previous month’s Average Balance by at least the minimum growth amount [“Minimum Growth Amount”] (presently set at RM500, and you may vary the Minimum Growth Amount from time to time with notice) pre-determined by you.

Average Balance
= the Sum of day end daily account credit balance for the month

divided by the number of calendar days of the current month

(ii) Subject to other terms stated herein, fulfilling the criteria stated in (i) will enable an increment of the Step-Up Counter by “1” and each consecutive increment in the Step-Up Counter will translate into a 0.15% increment Bonus Interest Rate. For details, please refer to the "Step-Up Counter Bonus Interest Rate" table below or such other table which may with notice, be changed from time to time:

<table>
<thead>
<tr>
<th>Existing Counter</th>
<th>Bonus Interest Rate p.a.</th>
<th>Base Interest Rate p.a.</th>
<th>Total Interest Rate p.a.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0.00%</td>
<td>0.25%</td>
<td>0.25%</td>
</tr>
<tr>
<td>1</td>
<td>0.15% x1</td>
<td>0.25%</td>
<td>0.40%</td>
</tr>
<tr>
<td>2</td>
<td>0.15% x2</td>
<td>0.25%</td>
<td>0.55%</td>
</tr>
<tr>
<td>3</td>
<td>0.15% x3</td>
<td>0.25%</td>
<td>0.70%</td>
</tr>
<tr>
<td>4</td>
<td>0.15% x4</td>
<td>0.25%</td>
<td>0.85%</td>
</tr>
<tr>
<td>5</td>
<td>0.15% x5</td>
<td>0.25%</td>
<td>1.00%</td>
</tr>
<tr>
<td>6</td>
<td>0.15% x6</td>
<td>0.25%</td>
<td>1.15%</td>
</tr>
<tr>
<td>7</td>
<td>0.15% x7</td>
<td>0.25%</td>
<td>1.30%</td>
</tr>
<tr>
<td>8</td>
<td>0.15% x8</td>
<td>0.25%</td>
<td>1.45%</td>
</tr>
<tr>
<td>9</td>
<td>0.15% x9</td>
<td>0.25%</td>
<td>1.60%</td>
</tr>
<tr>
<td>10</td>
<td>0.15% x10</td>
<td>0.25%</td>
<td>1.75%</td>
</tr>
<tr>
<td>11</td>
<td>0.15% x11</td>
<td>0.25%</td>
<td>1.90%</td>
</tr>
<tr>
<td>12</td>
<td>0.15% x12</td>
<td>0.25%</td>
<td>2.05%</td>
</tr>
</tbody>
</table>

(iii) The cap of the Step-Up Counter is 12 whereas the absolute cap of the Bonus Interest Rate is 1.80% p.a.

(iv) If I fail to step-up the current month’s Average Balance with the Minimum Growth Amount, the Step-Up Counter and hence, the Bonus Interest Rate, will be reset to 9,6,0 according to the following logic or such other logic as may with notice, be changed from time to time:

<table>
<thead>
<tr>
<th>Existing counter</th>
<th>Conditions</th>
<th>New Counter Reset to</th>
<th>Bonus Interest Rate p.a.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5</td>
<td>Minimum Growth Amount each month is less than RM500.</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>6-11</td>
<td>Minimum Growth Amount each month is less than RM500.</td>
<td>6 (First Safety Net)</td>
<td>0.15% x6</td>
</tr>
</tbody>
</table>
(v) The Bonus Interest Rate is protected by a “Safety Net Feature” at two levels. The **First Safety Net** occurs after 6 consecutive counters of Step-up, whereby if I subsequently fail to meet the requisite Minimum Growth Amount, the Step-Up Counter (and hence, the applicable rate of Bonus Interest) will remain at the 6th Step-Up Counter.

The **Second Safety Net** occurs after 12 consecutive counters of Step-up, whereby if I subsequently fail to meet the requisite Minimum Growth Amount and if my current month’s Average Balance is less than RM10,000 in the Citibank Step-Up Interest Account, the Step-Up Counter will be reset downwards from the 12th Step-Up Counter to the 9th Step-Up Counter. If I still fail to meet the requisite Minimum Growth Amount after the counter has been reset to the 9th Step-Up Counter, the Step-Up Counter (and hence, the applicable rate of Bonus Interest) will be further reset downwards to the 6th Step-Up Counter.

(vi) Upon attaining the maximum Bonus Interest Rate (after 12 consecutive counters of Step-Up), I must continue to maintain a monthly Average Balance of at least RM10,000 in the Citibank Step-Up Interest Account every month OR ensure that I continue to step-up at least the Minimum Growth Amount every month in order for me to continue to enjoy the maximum Bonus Interest Rate.

(vii) Bonus Interest, if payable, will be credited to the Citibank Step-Up Interest Account on the last calendar day of the month or such other date as you deem fit.

40. I acknowledge that a minimum sum of RM2000.00 is required to open a Citibank Step-Up Interest Account. You may from time to time and with notice vary the minimum sum required to open and/or to maintain a Citibank Step-Up Interest Account and I agree to accept such condition.

41. You are entitled to impose, and I agree to pay immediately upon your request, a monthly service charge of RM10.00 if and for as long as the monthly Average Balance in my
Citibank Step-Up Interest Account falls or remains below RM2,000.00 (or such other amount as you may with notice, from time to time stipulate). I authorize you to debit such monthly service charge into my Citibank Step-Up Interest Account at the end of every month or such other date as you deem fit.

42. All the rates, Terms and Conditions of the Citibank Step-Up Interest Account including interest rates (Base Interest rate and Bonus Interest rate), amount eligible for Bonus Interest rate, Counter Reset mechanics, minimum amount to open and/or maintain the account, and any other features of the Citibank Step-Up Interest Account are subject to periodic reviews and may be varied, added, deleted and amended as you deem fit with notice. Such variations, additions, deletions or amendments will be binding upon me and will be deemed to be incorporated in these Terms and Conditions and to have been drawn to my attention by their being posted on the Citibank website or displayed at any of your branch premises or communicated to me through my bank statement or by sending me a notice or by advertisement or by any other mode which you may deem fit. You reserve the final right to determine whether to award the Bonus Interest to the account.

43. I also agree to accept and abide by all the prevailing terms and conditions applicable to check books which are issued to me from time to time.

44. I acknowledge that my Citibank Step-Up Interest Account may be operated over the counter at any of your branches in Malaysia, through your CitiPhone Banking services or, if I should have accepted your Citibank ATM/Debit Card Services, by use of the Citibank ATM/Debit Card, or by such other means as you may agree. I confirm my acceptance of, and agree to be bound by, all the prevailing terms and conditions applicable to the Citibank ATM/Debit Card services, CitiPhone Banking services and any other products and/or services offered by you which I may from time to time participate in.

45. The Terms and Conditions of Citibank Step-Up Interest Account are in addition and supplementary to and not in substitution or in derogation of these Terms and Conditions and all other terms and conditions applicable to customers from time to time. In case of any inconsistency between the Terms and Conditions for Citibank Step-Up Interest Account and these Terms and Conditions, the terms and conditions of the Citibank Step-Up Interest Account will prevail in respect of the Citibank Step-Up Interest Account.

46. To the fullest extent permitted by law, I confirm and agree that you may at any time and as you deem fit terminate or discontinue my Citibank Step-Up Interest Account without incurring any liability to me.

**Citibank Max Yield Account (Protected by PIDM up to RM250,000 for each Depositor)**

47. By opening a Citibank Max Yield Account (if available to me), I accept and agree to abide by the following terms and conditions in addition to the provisions under the Terms Applicable Generally section of these Terms and Conditions and the terms and conditions imposed by you from time to time in respect of Checking Accounts maintained with you.
48. I acknowledge that the nature of the Citibank Max Yield Account is a checking (current) account which pays interest in accordance with the terms and conditions stated below.

49. The interest rate of the Citibank Max Yield Account applied to the daily credit balance in the Citibank Max Yield Account, for a particular month, will be determined based on the total amount of AUM held by you on the last working day of the previous month (except as provided in these Terms and Conditions) in all the following eligible accounts, whether joint or otherwise or whether it is a trust account, based on the following formula or such other formula that you may with notice, specify from time to time:

<table>
<thead>
<tr>
<th>PRODUCTS</th>
<th>VALUE OF AUM FOR PURPOSES OF DETERMINING THE *INTEREST RATE APPLICABLE FOR A PARTICULAR MONTH (OTHER THAN THE MONTH WHERE THE CITIBANK MAX YIELD ACCOUNT IS OPENED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Savings Account</td>
<td>Average daily closing credit balance of the previous month excluding any daily credit balance of any checking account with overdraft facilities.</td>
</tr>
<tr>
<td>i. Savings Account – i</td>
<td></td>
</tr>
<tr>
<td>ii. Basic Savings Account</td>
<td></td>
</tr>
<tr>
<td>iii. Savings Account</td>
<td></td>
</tr>
<tr>
<td>iv. Citi AcceleRate Savings Account</td>
<td></td>
</tr>
<tr>
<td>Checking Account</td>
<td></td>
</tr>
<tr>
<td>i. Citibank Step-Up Interest Account</td>
<td></td>
</tr>
<tr>
<td>ii. Citibank Premium Checking Account</td>
<td></td>
</tr>
<tr>
<td>iii. Citibank Checking Account – i</td>
<td></td>
</tr>
<tr>
<td>iv. Basic Checking Account</td>
<td></td>
</tr>
<tr>
<td>v. Checking Account</td>
<td></td>
</tr>
<tr>
<td>vi. Citibank Max Yield Account</td>
<td></td>
</tr>
<tr>
<td>vii. E-Account</td>
<td></td>
</tr>
<tr>
<td>Foreign Currency Call Account</td>
<td>Mid-rate of that currency when converted into Ringgit Malaysia as at the last working day of the previous month where a quote is available multiply by the average daily closing credit balance of that foreign currency in that account for the previous month.</td>
</tr>
<tr>
<td>PRODUCTS</td>
<td>VALUE OF AUM FOR PURPOSES OF DETERMINING THE INTEREST RATE APPLICABLE FOR A PARTICULAR MONTH (OTHER THAN THE MONTH WHERE THE CITIBANK MAX YIELD ACCOUNT IS OPENED)</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>

*For Saving Account –I and Checking Account –I, it shall be referred as Hibah rate.*
**Investments**

i. Unit Trusts Account  
   Average daily closing number of units for the previous month multiply by the net asset value as at the last working day where the net assets value is available.

ii. Retail Bonds Account  
   Average market value (based on the daily sell price quoted by you) of the Retail Bonds held by me at the end of each day in that foreign currency, for the previous month multiply by the mid-rate of that currency when converted into Ringgit Malaysia as at the last working day of the previous month where a quote is available.

iii. Market Linked Investment Account  
   Average daily closing balance of the nominal value of the Market Linked Investment held by me for the previous month.

All calculations of the AUM in respect of the Citibank Max Yield Account will be carried out and expressed in Ringgit Malaysia. All such calculations will in the absence of manifest error, be final, conclusive and binding on you.

The inclusion of Savings Account-i and Citibank Checking Account-i is only for purposes of AUM computation. There is no co-mingling of funds in those accounts with non-Islamic funds, and there is no interest involved in those accounts.

Upon the AUM being determined, the applicable interest rate will be such interest rate that you may with notice, specify from time to time as the interest rate applicable to that total AUM held by you on the last working day of the previous month.

50. Interests calculated based on the applicable interest rate for the total AUM that you have held in the previous month (except as provided in these Terms and Conditions), will be accrued on a daily basis and credited to the account on the last calendar day of the month based on the following formula:

\[
\text{Daily Interest for any day in that particular month} = \ \text{Daily closing credit balance in the Citibank Max Yield Account} \times \frac{\text{applicable interest rate per annum for the total AUM that you have held on the last working day of the previous month}}{\text{Actual number of calendar days in the particular year}}
\]
51. I agree that if I am a new customer to Citibank, the interest rate of the Citibank Max Yield Account applied to the daily credit balance in the Citibank Max Yield Account, for the 1st month with Citibank will be the minimum interest rate tier for the Citibank Max Yield Account which you may with notice, specify from time to time.

52. I acknowledge that you may with notice, from time to time stipulate a minimum opening amount in order to open or to maintain a Citibank Max Yield Account and I agree to accept such condition.

53. I agree that you may charge and I agree to pay immediately upon your request a monthly service charge when the monthly average closing credit balance of my Citibank Max Yield Account falls below such minimum amount as you may with notice, impose from time to time. I also agree that you may, without affecting any of your other rights or remedies, and duly authorize you to debit such monthly service charge into my Citibank Max Yield Account at the end of every month or such other date as you deem fit.

54. All the rates, Terms and Conditions of the Citibank Max Yield Account including interest rates, eligible accounts, total AUM computation, minimum amount to open and/or maintain the account, fees and charges, any other features of the Citibank Max Yield Account and any terms and conditions are subject to periodic reviews and may be varied, added, deleted and amended as you deem fit with notice. Such variations, additions, deletions or amendments will be binding upon me and will be deemed to be incorporated in these Terms and Conditions and to have been drawn to my attention by their being posted on the Citibank website or displayed at any of your branch premises or communicated to me through my bank statement or by sending me a notice or by advertisement or by any other mode which you may deem fit.

55. I agree to accept and abide by all prevailing terms and conditions applicable to check books which are issued to me from time to time.

56. I acknowledge that my Citibank Max Yield Account may be operated over the counter at any of your branches in Malaysia, through your CitiPhone Banking services or, if I should have accepted your Citibank ATM/Debit Card Services, by use of the Citibank ATM/Debit Card or by such other means as you may agree. I confirm my acceptance of, and agree to be bound by, all the prevailing terms and conditions applicable to the Citibank ATM/Debit Card services, CitiPhone Banking services and any other products and/or services offered by you which I may from time to time participate in.

57. The Terms and Conditions of Citibank Max Yield Account are in addition and supplementary to and not in substitution or in derogation of these Terms and Conditions and all other terms and conditions applicable to customers from time to time. If there is any inconsistency between the Terms and Conditions for Citibank Max Yield Account and these Terms and Conditions, the terms and conditions of the Citibank Max Yield Account will prevail in respect of the Citibank Max Yield Account.

58. To the fullest extent permitted by law, I confirm and agree that you may at any time and as you deem fit terminate or discontinue my Citibank Max Yield Account without incurring any liability to me.
**Time Deposit**

59. Each amount deposited by me in a Time Deposit Account will be evidenced by either the copy of your prescribed form completed by me (when depositing the amount in the Time Deposit Account) and signed by your authorised signatory ("Customer Copy") or the Time Deposit Advice ("TD Advice"). I acknowledge that the amount appearing on the Customer Copy/TD Advice is subject to all withdrawals and deductions from time to time made from the Time Deposit Account. The amount deposited less any withdrawal or deductions will be repayable on the date of maturity appearing on the Customer Copy or TD Advice with interest until that date at the rate stipulated in that Customer Copy or TD Advice and at your branch where the Time Deposit Account is kept, during banking hours, in the currency indicated in the TD Advice (subject to availability) or at your option, in such other currency as may be in local circulation or available. The Customer Copy or the TD Advice is only evidence of deposit, and is not and will not be deemed to be a document of title. In addition, the Customer Copy or TD Advice or the amount appearing on that Customer Copy or the TD advice or any part of it cannot be transferred, assigned, charged, discounted, factored, hypothecated, pledged or otherwise encumbered to any person or dealt with either by an endorsement on that copy or advice or in any other manner whatsoever.

60. Any withdrawal from the Time Deposit Account may only be made from your branch (or at such other place as you may appoint from time to time) and in the manner stated by you, and during banking hours.

61. I agree to be bound by all other additional terms and conditions governing the Time Deposit Account including the terms and conditions found on the TD Advice or on the reverse face of the Customer Copy, if any (which terms and conditions I have and/or will read before making each deposit into the Time Deposit Account).

62. I agree that any deposit(s) to be made by me with you will be subject to such minimum amount and such minimum tenure as you may from time to time determine to be applicable to such currencies. If the amount deposited in the Time Deposit Account and the tenure for such deposit meets such limits as may from time to time be fixed by you, I may elect that interest earned on the amount deposited be paid to me on a monthly basis. However, upon the amount deposited falling below the abovesaid limit as a result of withdrawals or deductions, interest will no longer be payable monthly but shall be repayable in accordance with your prevailing practice.

However, if I had elected for early withdrawal of the amount deposited or any part thereof, you will be entitled to recover from me by deduction from the principal amount outstanding to me prior to such early withdrawal or from the monthly interest payments due to me (if any), or by setting off from any other Time Deposit Account which I may have with you, that part of the amount already paid by you to me which is in excess of the interest to which I am entitled due to early withdrawal (if any).
Where the deposit(s) is in a foreign currency,

(a) and the amount deposited in that Time Deposit Account is withdrawn before maturity, no interest will be paid and there will be a penalty of 1% p.a. based on the number of days remaining until maturity. This will result in a loss of the principal amount; and

(b) no partial withdrawal is permitted.

63. Unless you receive prior valid instructions from me at least two (2) Business Days prior to the maturity date of the deposit(s), you will renew the deposit(s) automatically together with all interest accrued on the deposit(s) at your prevailing interest rates for a like term upon maturity and upon each successive maturity, subject to these Terms and Conditions. However, I agree that to the fullest extent permitted by law, you still have the discretion, upon the maturity of the deposit(s) under the Time Deposit Account, whether or not to renew the Deposit or any part thereof.

64. You will pay me interest on my deposit(s) for such period of time and at such rates and intervals as may be specified by you from time to time and such interest will be calculated on a daily basis or in accordance with such formula as you may prescribe.

65. Subject to paragraph 67 below, all withdrawals of deposit will be made by my request to you in writing, by authenticated cable or by such other method of communication approved by you. A withdrawal of any deposit will be effected only by way of your checks, drafts or telegraphic transfer in the currency of that deposit or such other currency (as you in your discretion may permit and subject to such terms and conditions as you deem fit including but not limited to minimum amounts to be withdrawn).

Such request may be in the form of a check drawn upon you, provided that it is worded on a sight draft payable in the country where the funds are placed. If I fail to specify the method of payment you may either issue a draft or remit the funds telegraphically as you see fit in the currency of the deposit.

66. (a) Subject to paragraph 67 below, withdrawal of any deposit whether partially or in full before the maturity date may be made only with your consent and upon such terms and conditions as you may deem fit to impose from time to time (including the minimum amount that may be allowed to be withdrawn by me). I understand that I may receive partial interest accrued (at your discretion) or I may not receive any interest at all if I make withdrawal of any deposit whether partially or in full before the maturity date. In addition, I may be subject to the levy of a withdrawal charge or the payment of an administrative fee by me to be calculated in accordance with such formula as you may prescribe. I acknowledge that the imposition of such fee or charge may result in my receiving less than the principal amount of the deposit and/or I may earn lesser or no interest on the deposit. Any interest earned on such premature withdrawals shall be credited to me and you shall send a notification (if any) to me in respect thereof in accordance with your prevailing practice at the relevant time.
(b) I further agree and accept that in the event of partial withdrawal, if the balance of the principal amount of my foreign currency deposit(s), after taking into account my partial withdrawal, will fall below such minimum sum as you may prescribe and notify to me, I will be required to make a full withdrawal and no partial withdrawal will be allowed.

67. If the deposit(s) is held by you as security for the performance of any obligation or liability to you, the amount thereof cannot be withdrawn, assigned, transferred or in any way encumbered.

68. The deposit(s) is payable solely at Citibank Berhad, Malaysia and no other branch or subsidiary of Citibank, N.A. will be liable to repay the deposit(s).

69. I understand that an overdraft facility may be made available to me up to the limit from time to time determined by you by reference to the value of my deposit(s). The amount of such limit will be notified to me from time to time.

Islamic Account Terms and Conditions

Terms Applicable Generally

The following paragraphs 70 to 85 apply to Savings Account-i and Checking Account-i.

70. The recitals, definitions and provisions under the section entitled “GENERAL” in Part A of these Terms and Conditions, as amended from time to time, will be deemed to be incorporated and apply as and when necessary, except that the relevant references in that section to “Savings Account” and “Checking Account” will be read to mean references to “Savings Account-i” and “Checking Account-i” respectively.

Expressions used must be read together in relation to the respective Accounts. In the event of any discrepancy between the provisions in this section and the other provisions in these Terms and Conditions in relation to the Savings Account-i and Checking Account-i, the provisions in this section will prevail.

71. Right to Vary or Change Methodology etc

I confirm and agree that you have the right from time to time and at your discretion as you think fit to amend, vary, discontinue or materially change any existing, or to introduce any new methodology, operating mechanism, formulas, accounting treatment and/or the underlying Shariah principles applicable to the product (whether pursuant to the imposition of any law, guideline, rule or directive on you, or otherwise) with notice to me where such notice is required by law.

72. Source of Fund

I agree and acknowledge that the Savings Account-i and Checking Account-i are operated based on the principles of Shariah. I declare that I take full responsibility and accountability
to ensure that any and all funds deposited or transferred by me or you upon my instructions
into the Savings Account-i / Checking Account-i are in adherence with the principles of
Shariah. I understand that depositing or transferring funds which are not in adherence with
the principles of Shariah into the Savings Account-i / Checking Account-i is not permissible
under the principles of Shariah and in the event of non-compliance with the principles of
Shariah, I agree and undertake not to hold you liable for any reason.

73. Fees and Charges

I agree that the fees and charges specified here and duly imposed by you upon me for
services rendered in relation to Islamic Accounts are based on the Shariah principle of Ujrah
(fee/commission).

74. Hibah (Gift)

I understand that the granting of Hibah (Gift), if any, to me, is solely based on your
discretion and this not an indication that Hibah will be granted as there is no obligation on
you to provide such Hibah.

75. Representation and Warranty

I represent and warrant that I have agreed to these conditions and to each deposit after
having reviewed them for purposes of their compliance with Shariah principles and with, to
the extent I have considered this necessary, independent advice from advisors specializing
in matters of Shariah, and I:

(a) am satisfied that these conditions and each deposit do not contravene Shariah
   principles; and

(b) confirm that I do not have any objection, nor will I raise any objections as to matters
   of Shariah compliance in respect of or otherwise in relation to these conditions and
each deposit.

76. Right of Set-Off

Without prejudice to your rights under the Set-Off and Account Combination paragraph in
the general section of Part A of these Terms and Conditions and in addition to any general
lien or other similar right which you as bankers may be entitled at law, you may, at any time
consolidate any or all of the Islamic Accounts against my liabilities to you and set-off or
transfer any sum or sums standing to the credit of any or all of the Islamic Accounts in or
towards satisfaction of any of such liabilities to you whether such liabilities be primary,
collateral, several, joint or in other currencies.

Further, in so far as my liabilities to you are contingent or future, your liability to me to make
payment of any sum or sums standing to the credit of any of my Islamic Accounts will, to the
extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.

77. Disclaimers

I understand and agree that:-
(a) I make my own judgment in relation to the monies deposited with you in the Islamic Account(s);
(b) You assume no duty to make or give advice or make recommendations;
(c) If you make any suggestions, you assume no responsibility;
(d) You may delegate any of your duties to third parties, including any subsidiaries or affiliates of Citibank and/or Citibank Inc.;
(e) I will not stipulate, direct, dictate or instruct you as to the manner and how the deposits will be invested; and
(f) My deposits may be used by you in the manner that you deem fit for Shariah compliant business or activities.

Savings Account-i (Protected by PIDM up to RM250,000 for each Depositor)

78. I agree that the money deposited into the Savings Account-i (if available to me) is accepted on the Shariah principle of Qard and you will repay the money deposited at my request.

Checking Account-i (Protected by PIDM up to RM250,000 for each Depositor)

79. I agree that the money deposited into the Checking Account-i is accepted on the Shariah principle of Qard and you will repay the money deposited at my request.

80. Applications for check books will be made by means of the printed form inserted in each check book or by such other form as you may accept. The signature of such applications must correspond with that in your records. I authorise you to release my name and account number to your printer solely for the purpose of check book issuance only.

81. Checks must be so drawn as to prevent additions or alterations after issue. In particular all blank spaces should be completed and the word “only” should be added after the amount in words.

82. It is my obligation to take all precautions to prevent forgery or alterations, and you will not be responsible for the consequences.

83. Checks must be duly signed in accordance with the specimen signature(s) registered with you. Checks may be dishonoured if irregular in any manner without any liability on your part.

84. I agree and will ensure to keep all check books under lock when not in use and notify you immediately if any check is missing.
85. No alterations whatsoever can be made on checks. You reserve the right to dishonour and return checks which in your opinion bear any form of alteration (whether countersigned by the drawer or drawers or otherwise).

[The rest of this page is intentionally left blank]
PART D

INVESTMENTS

Investment Terms and Conditions (applicable to all types of investments)

Application of Investment Terms

1. These terms and conditions relating to investment ("Investment Terms") together with all advice and confirmations issued by you in respect of any investment transactions (including derivative transactions), constitute a supplement to, form an integral part of and will be governed by the Agreement and, together with these Terms and Conditions, will govern all my investment transactions (including derivative transactions) described here from time to time to be concluded with or through you, it being understood that I would not otherwise enter into any transactions.

Customer Investment Profile

2. Prior to your making available to me from time to time one or more investment products, you may request such information of me as you may require to assist you in assessing the suitability of such investment products for me.

You may require me to complete an investment risk profile ("IRP") worksheet or a corporate investment declaration form ("CIDF") as the case may be.

Risk Acknowledgement

3. I am aware of the possible risks associated with my investment in investment funds, foreign currencies, commodities and/or Securities including:

(a) Price Risks:
The prices of investment funds, foreign currencies, commodities and Securities are subject to the risks of market fluctuations which may result in these investments being reduced in value. In respect of foreign currencies, a decline in a foreign currency’s exchange value relative to my base currency will reduce my earnings or even my principal amount invested therein.

(b) Credit Risks:

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.

WMP /Retail Bank T&C / Version  15 /190801
Investment funds, commodities and Securities are not insured by you or by any of your branches, affiliates or subsidiaries.

(c) **Issuer Risks:**
My instructions to you to purchase any Securities are based on my individual assessment of the issuer of such Securities and the same are subject to the risks of the issuer, including the failure by such issuer to make good, valid or timely delivery or payment to you in my favour.

(d) **Sovereign Risks:**
Any imposition by any governmental or regulatory authority of the country of the relevant issuer of Securities of any material exchange controls or other limitations or restrictions may cause payments in respect of such Securities to be made in the local currency of such country instead of the original invested currency or may result in the inability to effect outward remittances of the whole or any part of such payments (whether in the local currency, the original invested currency or any other currency) from such country, which can result in the loss of all or part of the principal sum invested by me. If a sovereign risk event occurs and payments in respect of such Securities are made in the local currency of the country of the relevant issuer instead of the original invested currency, there is the additional risk of the subsequent devaluation and/or lack of convertibility in the local currency versus the original invested currency.

(e) **Emerging Markets Risks:**
My investment in investment funds, foreign currencies and Securities in emerging countries located in Asia, Latin America and Eastern Europe etc may yield high returns but may also carry high investment risks, since the markets in such emerging countries can be highly unpredictable and their laws and regulations may afford inadequate protection and safeguards to investors such as myself.

(f) **Liquidity Risks:**
During adverse market conditions, I may not be able to liquidate all or part of my Securities as and when I require.

(g) **Settlement Risk:**
I understand that at maturity, funds will be passed on to me only after receipt of good funds by you from the issuer. You will effect payment of such funds to me within two (2) to three (3) Business Days subsequent to the stated maturity date (or such other period of time as you may determine). I will make no claim on

---

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Non Applicability of Compensation Fund set up under CMSA

4. I/We understand that as a Citibank Berhad customer, I am//we are not covered by the Capital Market Compensation Fund (“Compensation Fund”), established in accordance with Part IV of the Capital Markets and Services Act 2007 (“CMSA”) I/We confirm that you have informed me/us, and I/we fully understand, that

(a) you are specified as a registered person under CMSA; and

(b) the Compensation Fund does not extend to investors who have suffered monetary loss as a result of any actions and/or omissions by a director, officer, employee or representative (“Personnel”) of a registered person such as yourself; and

(c) where a customer of a registered person suffers monetary loss related to the registered person’s Personnel, the customer can lodge a complaint with the registered person’s complaints handling unit; and

(d) any customer who is not satisfied with the decision of the registered person may refer his case to the Financial Mediation Bureau (“FMB”) within six (6) months of receiving a final decision from the registered person.

United States Persons

5. (a) I understand that investments may neither be bought nor held directly by, nor may be transferred to an investor who is a United States Person.

(b) In the event that I become a United States Person, I can no longer transact in the Account and I agree that you will be entitled to take all such actions that you deem necessary to comply with applicable US laws, including closing the Account, a transfer of the Account to an alternate vehicle and/or redemption of the investments made. I agree to bear all costs and expenses incurred by you as a result thereof and execute all such documents as may be required by you.
(c) I agree to notify you in writing within thirty (30) days from my change in basis of qualification or status (i) of any changes in the basis of my qualification or my status as an investor in any investments made with and/or through you or (ii) if I become a United States Person, to enable you to close and/or transfer the Account as directed by me or as you may in your discretion determine in the absence of any instruction/mandate from me. It is my duty to ensure that all necessary acts and matters in compliance with the Malaysian laws, the applicable US laws and/or any other laws that may apply to me, have been duly performed for the closure and/or transfer of the Account. In this regard, I undertake to hold you harmless and fully indemnify you against any liability for any loss, damage, costs and expenses which you may incur by reason of the provisions under these Terms and Conditions or the performance of the provisions.

**United States Laws, etc**

6. I agree that in respect of these Terms and Conditions and all of my obligations under these Terms and Conditions or on any Account, my rights under any Account maintained with you and/or any of your obligations under these Terms and Conditions will be subject to any political, military or economic rules, regulations, directions and other sanctions which may from time to time be issued and/or imposed by the Government of the United States of America on you or in any way in relation to your operations and assets in any part of the world. All parties to these investments are advised that the United States Government has in place sanctions against certain countries, related entities and individuals. Citibank, N.A. including its branches and, in certain circumstances, its subsidiaries, are prohibited from engaging in transactions within the scope of such sanctions.

**Settlement**

7. (a) Each party will make each payment of the amounts or delivery of the assets as specified in each Confirmation and read in conjunction with the Agreement on the Settlement Date. However, you will not be obliged to pay any amount or deliver any asset under any Contract until I have duly delivered to you any amount due and payable by me or any asset due to be delivered by me on or before that date.

(b) Your obligation to pay any amount and to deliver any assets due under subparagraph 7(a) above is subject to (1) the condition precedent that no occurrence

---

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
or condition which constitutes (or which with the passage of time or the giving of notice or both would constitute) a Special Circumstance has occurred and is continuing; and (2) each other applicable condition precedent specified in the Agreement.

(c) If in your opinion, it would be contrary to any governmental restriction for you to perform any Contract, you may, if and to the extent that you are of the opinion that it would not be contrary to any governmental restriction to do so, pay to me the equivalent in Ringgit Malaysia (the "Local Currency Equivalent") of the amount that you would have been required to pay to me in a different Contract Currency if you had performed such Contract. For the purposes of this provision, the Local Currency Equivalent will be calculated at the best spot rate at which you offer to sell the local currency, at or about a time chosen by you on the date on which you make payment in accordance with this provision, in exchange for the Contract Currency that you would have paid to me if you had performed such Contract.

Representations and Warranties

8. I represent and warrant to you (which representations and warranties will be deemed to be repeated by me each time a Contract is entered into) that:-

(a) The execution, delivery and performance by me of my obligations under the Agreement and under each Contract have been duly authorised by all necessary action, are legal and regular and do not:-

(i) require any consent, authorisations, licences, or approval of any person which has not already been obtained and any filings or registrations with or declarations to, governmental or public bodies or authorities of court required by me to authorise, or required by me in connection with, the execution, delivery, validity, enforceability or admissibility in evidence of these Terms and Conditions and the performance of my obligations under these Terms and Conditions have been obtained or made and are in full force and effect and there has been no default in the observance of the conditions or restrictions (if any) imposed in, or in connection with, any of the same;

(ii) violate any provision of any law, rule or regulation, or of any order, judgment, injunction, decree, determination or award of any courts or any

---

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.

WMP /Retail Bank T&C / Version 15 /190801
judicial, administrative or governmental authority or organisation or permit presently in effect having applicability to me;

(iii) conflict with, or result in the breach of, or constitute a default under, the terms of any mortgage, bond, deed, loan agreement or any other agreement or instrument to which I am a party or by which I or any of my properties may be bound or affected, or any other obligations or duty binding on me or to which I am subject; or

(iv) result in the creation or imposition of or oblige me to create any encumbrance on any of my assets, rights or revenues.

(b) The Agreement and each Contract constitute my legal, valid and binding obligations enforceable in accordance with their respective terms.

(c) All information supplied by me in connection with the Agreement and each Contract is true, complete and accurate in all material respects.

(d) The transactions contemplated by the Agreement and each Contract are within my powers and capacity.

(e) No Special Circumstance or event which with the passing of time or the giving of notice, or both, would constitute a Special Circumstance has occurred and is continuing or would occur by reason of my entering into or performing my obligations under the Agreement or under any Contract.

(f) The proceedings (if any) pending or threatened against me at law or in equity or under statute, or before any governmental authority, if adversely determined against me, will not, in the aggregate, have a material adverse effect on my business, assets or condition (financial or otherwise), operations or prospects or materially impair my ability to perform my obligations under the Agreement or under any Contract, and there is no such proceeding which purports to affect the legality, validity or enforceability of the Agreement or any Contract.

(g) Under applicable law, unless notified otherwise to you in writing prior to the date of the Agreement, no deduction or withholding (whether on account of taxes or...

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
otherwise) will be required to be made from any payment to be made by me under the Agreement or under any Contract.

(h) if I am a Corporation, the Corporation is duly incorporated, registered or formed and validly existing under the laws of Malaysia or is duly organized and in good standing in every jurisdiction where it is required so to be and has not been wound up.

(i) if I am a Corporation, the Corporation has the full power and authority under its memorandum and articles of association or other documents constituting it and has taken all necessary corporate and other action to open the Account and the Deposit Account, to agree to these Terms and Conditions and to give orders and instructions in respect of the Transactions; and if I am a non-profit organization, then in addition to the above, it is the organization’s responsibility as a non-profit organization to ensure that the Fund does not hold investments of a nature in which the organization is prohibited from investing.

(j) I have not committed any act of bankruptcy or any act analogous to an act of bankruptcy and no bankruptcy, winding-up or any other analogous legal proceedings are threatened or pending against me and I have not been declared bankrupt or wound-up.

(k) if I am an individual, I am not an undischarged bankrupt nor have any steps been taken to appoint a receiver, trustee or similar officer of my assets or any of them. If I am a Corporation (not including partnerships unless it is a limited liability partnerships), no steps have been taken by the Corporation’s shareholders or partners nor have any legal proceedings been stated or threatened for the Corporation’s dissolution or for the appointment of a receiver, trustee or similar officer of the Corporation, the Corporation’s assets or any of them and no demand under Section 466(1) (a) of the Companies Act and no notice from the relevant authorities notifying that the Corporation’s name may be struck-off the register unless reasons are given otherwise within the period prescribed by law, has been received by the Corporation. In the case of a partnership (other than limited liability partnerships), the partnership is not dissolved or in the process of dissolution in accordance with law.

(l) the information furnished by me in connection with the application for and the opening of the Account(s) and the Deposit Account (as hereinafter defined) does not contain any untrue statement or omit to state any fact the omission of which makes any statements made therein, in light of the circumstances under which they were made, misleading and all expressions of expectation, intention, belief and

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
opinion and all projections contained therein were honestly made on reasonable grounds after due and careful inquiry by me.

(m) in respect of the investments applied for and/or contributions made by me, I am qualified and eligible to apply for and hold those investments in accordance/compliance with the information memorandum, prospectus, deed, disclosure documents and all relevant laws, regulations and guidelines governing those investments.

(n) in applying for and holding the investments, I will apply for and hold the investments as principal and not as agent or nominee for any other person, sole proprietor or Corporation.

(o) for as long as there are investments in the Account(s), I will continue to satisfy and comply with any requirement or restriction pertaining to the holding of the investments which may be imposed by the information memorandum, prospectus, deed, disclosure documents and all relevant laws, regulations and guidelines governing those investments.

(p) any investments including Transaction (as hereinafter defined) will be made on the basis of and subject to the information memorandum, prospectus, deed and/or disclosure documents governing the investments which are the subject of those investments including Transaction (as hereinafter defined) as well as any administrative or operational procedure (if any) as may be agreed between you and the Manager and I will not rely on any representation or other information, whether oral or written, from you or any of your representatives or affiliates.

(q) the investment in and holding of the investments are at my sole risk and you, your representatives, related corporations, associated or affiliated companies will not be liable in any way for any diminution in the value of the investments or any damage, loss or expense which may be suffered or incurred by me in my investment in or holding of the investments.

(r) the past performance of any investments including the Fund is not a guarantee of its future performance, that the prices of investments may go down as well as up, and that the risks involved in investing in the investments include the risk of losing the principal invested.

(s) investments including Units of any Fund are not bank deposits and, unless otherwise expressly stated, are not guaranteed by and do not constitute obligations of Citibank, its representatives, related corporations, associated or affiliated companies.

WARNING

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
(t) nothing in these Terms and Conditions will be construed to limit any rights or remedies available to you under these Terms and Conditions or pursuant to any law.

(u) the truth and correctness of the above representations and warranties form the basis of your commitments to make available the Account(s) to me; if any such representation and/or warranty made is at any time found to have been incorrect in any material respect and in your opinion would adversely affect your interests, then and in such event, you will have the right at your discretion to review, suspend or terminate the Account(s) without my concurrence.

**Affirmative Covenants**

9. I undertake that:-

(a) I will comply in all material respects with all applicable laws, rules, regulations and orders, non-compliance with which would materially adversely affect my operations or business or credit or materially impair my ability to perform my obligations under the Agreement or under any Contract. I will obtain and make all statutory, corporate and governmental authorizations, approvals and filings which may be required from time to time in order for me to perform my obligations under the Agreement and under each Contract;

(b) where I am a Corporation, I will send to you within six (6) months of the end of each of my financial years, if requested by you, a copy of my audited accounts and financial statements (and the consolidated audited accounts from me and my subsidiary, associate or joint venture companies (if any)) in respect of each financial year; and

(c) I will forthwith notify you in writing of the occurrence of any event specified in paragraph 11(a), or Special Circumstance or event which with the passing of time, the giving of notice, or both, would constitute a Special Circumstance, and of the steps being taken by me to remedy the same.

**Off-setting Contracts**

10. (a) Contracts which have such common features as you may consider appropriate and which are the reverse of each other may be considered by you to off-set and

---

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
discharge each other wholly, or partially where the Contracts are for different amounts. In the case of a partial set-off and discharge, the remaining portion of the Contract which is not partially set-off and discharged will continue to be a Contract for all purposes of the Agreement.

(b) On or before the Settlement Date for any Contract, I may request you and you at your discretion may enter into one or more Contracts in exchange for or liquidation of the obligations maturing under that previous Contract at my expense upon such terms as you may prescribe.

(c) If you enter into a Contract giving rise to an obligation for the same Value Date and in the same currency as a then existing obligation between you and I, then, immediately upon entering into such Contract, each such obligation will automatically and without further action be individually cancelled and simultaneously replaced by a new obligation for such Value Date. The new obligation will be determined as follows: the amounts of such currency that would otherwise have been deliverable by each party on such Value Date will be aggregated and the party with the larger aggregate amount will have a new obligation to deliver to the other party the amount of such currency by which its aggregate amount exceeds the other party's aggregate amount, provided that if the aggregate amounts are equal, no new obligation will arise.

(d) The provisions in this paragraph 10 will apply notwithstanding that either you or I may fail to record the obligations in our respective books, or you may fail to show the status of my transactions in any statement, Confirmation or other documents, in accordance therewith.

(e) The provisions in this paragraph 10 will not apply to any Contract concluded on or after the date on which a bankruptcy petition has been presented against me.

Termination of Contracts and Investment Accounts

11. (a) All Contracts and the obligations of the parties in connection with the Contracts will be deemed to have been terminated automatically as of the time immediately preceding the occurrence of any of the following events:

(i) my failure to comply with any of these Investment Terms and/or these Terms and Conditions;

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
(ii) if the institution or commencement by petition, application, entry of an order for relief or otherwise of any bankruptcy, insolvency, reorganisation, arrangement, composition of debt, dissolution, liquidation or any similar proceeding relating to me under any applicable law;

(iii) if I am an individual or consist of individuals, grounds exist for the presentation of a bankruptcy petition against me or any of us;

(iv) a receiver, trustee, custodian, judicial manager or similar official is appointed or an encumbrancer takes possession of me or the whole or any substantial part of my property or undertaking;

(v) performance of any obligations in these Terms and Conditions becomes impossible;

and you may terminate my Investment Account (defined in paragraph 13 of Part D below).

(b) In addition, any one of the following circumstances will be a Special Circumstance ("Special Circumstance"):-

(i) if I fail duly to pay any amount under these Investment Terms and/or these Terms and Conditions when due or, if payable on demand, on demand or to make delivery of any underlying asset as required under any Contract when due or, if deliverable on demand, on demand;

(ii) if any representation, statement and warranty made or implied by me under or in connection with the Agreement is proved to have been incorrect or misleading in any material respect when made;

(iii) if I fail to perform or observe any term or condition contained in the Agreement on my part to be performed or observed;

(iv) an event of default (however described) under any agreement, mortgage, indenture or instrument which results in any of my indebtedness or liability becoming or being declared or capable of being declared due and payable prior to the date on which it would otherwise become due and payable or if

WARNING

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
I fail duly to pay any amount under any such arrangement when due or on demand;

(v) any material adverse change in my financial position which in your opinion may affect my ability to comply with my obligations under these Terms and Conditions;

(vi) where I am an individual, if I become deceased or cease to have mental capacity; or

(vii) if I consolidate or amalgamate with, or merge into, or transfer all or substantially all my assets to, another entity and at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving or transferee entity fails to assume all my obligations under the Agreement for any reason.

At any time while a Special Circumstance is continuing, you may, at your discretion, by notice to me specify the relevant Special Circumstance or Special Circumstances and (i) declare all Contracts and the obligations of the parties in connection therewith be terminated as of the date specified in such notice, and the Contracts and such obligations will so terminate as of such date (whether or not such Special Circumstance or Special Circumstances are continuing on such date); and (ii) terminate the Investment Account.

(c) If either party is prevented from or hindered or delayed by reason of any force majeure or act of State in the delivery or payment of any currency in respect of any Contract or if it becomes unlawful, illegal or impossible for either party to make or receive any payment in respect of any Contract, then the party for whom such performance has been prevented, hindered or delayed or has become unlawful, illegal or impossible will promptly give notice to the other party and either party may, upon notice to the other party, liquidate the affected Contract(s).

Delivery

12. Certain Contracts may provide for cash settlement while some may provide for delivery of the underlying asset or instrument upon settlement. I may, subject to the Agreement and the terms of the Confirmation, take delivery of the underlying asset or instrument

WARNING

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
wherever it is physically possible to do so subject to my payment of all my expenses, costs and fees involved in effecting such delivery.

**Investment Account**

13. (a) I may from time to time request or authorise you to:

(i) invest and/or contribute funds in the Account(s), in either my or your name but all for my sole risk and account, in investment transactions including without limitation, securities, funds, unit trusts, private retirement schemes, foreign currencies, bonds or money market instruments (the "Investments"); and/or

(ii) purchase and sell for and on my behalf and/or for my account and in accordance with my instructions such Investments as I may direct you from time to time.

Where you purchase or sell any Investment on my behalf or for my account, you may require me to open a separate account for this purpose. References to "Investment Account" will be construed as references to the relevant Account or the aforesaid separate account (as the case may be).

(b) The Investment Account may consist of Investments in one or more currencies and you will maintain it subject to such rules and conditions as you may from time to time prescribe.

(c) The sale, purchase, subscription, redemption, transfer or switching of Investments ("Transactions") are subject to applicable laws, regulations and market rules and customs in the country where such Transactions are executed.

(d) In respect of any Investments purchased, sold, subscribed, redeemed or transferred for me, I agree that:-

(i) any prices which you quote for any Investment at or prior to my placing an order will be for indication or reference only; and

(ii) any order for the execution of a Transaction:-

---

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
(1) will not be revocable except with your consent; and

(2) will only be considered by you for execution if made in accordance with your prescribed procedures and your prescribed cut-off time.

(iii) Notwithstanding sub-paragraph (b) above, you may at your discretion refuse to carry out any of my orders to execute a Transaction.

(e) You or any of Citibank, N.A.’s branches, subsidiaries or affiliates, including other subsidiaries and affiliates of Citigroup, Inc., may act as principal, agent or broker in executing any Transaction on my instructions.

(f) All interest, income, accretions, gains and proceeds of sales of Investments which are received by you will be credited to the Investment Account, unless specified otherwise.

(g) I agree to maintain a minimum monthly average balance in the Investment Account represented by the value of the Investment and credit balance in such amount as you may from time to time prescribe. You may close the Investment Account without any obligation to give any reason to me if in your opinion I fail to operate the Investment Account satisfactorily.

(h) Where it is not specifically provided in these Terms and Conditions, either party may terminate the Investment Account by giving to the other ten (10) days’ written notice. The termination of the Investment Account will not affect your rights which accrued prior to the termination of the same.

(i) Upon termination of the Investment Account and subject to full satisfaction and payment of all obligations which I owe you, you will transfer all the Investments to me or my nominee at my cost in such manner as I may reasonably request.

(j) I authorise you to enter into foreign exchange contracts necessary or expedient to facilitate or to carry out my instructions for Transactions on the day when funds are required to be converted into other currencies in connection therewith. Such Transactions may involve foreign exchange contracts which will be transacted at the applicable exchange rate from time to time fixed by the relevant manager.

(k) I agree that you may (but are not obliged to) keep and maintain from time to time in any place outside Malaysia any information and documents of and relating to

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
any Transaction or dealings relating to my Investments and the Investment Account.

(I) I agree, upon your request or demand at any time and from time to time and at my sole expense, to promptly execute, seal and/or deliver all instruments and documents and take all actions that may be necessary or that you may request in order to fulfil my obligations and/or liabilities to you under these Investment Terms, and to accomplish the purposes set out in these Investment Terms.

(M) In the event that I am a non-profit organisation I may invest in Investments provided my constitution does not bar me from doing so. It is my responsibility to ensure that the relevant Investment does not itself hold investments of a nature which I am prohibited from investing.

(N) You may arrange for the Investments to be purchased through or by (and their custody provided by) any manager or distribution agent or representative for the Investment or through or by you or your nominee, agent or broker, including any of your affiliated companies (collectively called the "Depository"). Custody of the Investments may be held on either of the following bases:-

(i) the Investments are capable of being separately identified as belonging to or attributable to the relevant Account(s) holder or otherwise (as you or the Depository may determine); or

(ii) the Investments are not capable of being separately identified and will be pooled so that investments considered by the Depository to be the same nature or category will be held together.

The Depository will hold such pools for all relevant account holders so that each account will have a proportionate beneficial entitlement or shares (as increased or decreased by subsequent purchases or sales) in each relevant pool. The custody of Investments in any country outside Malaysia is subject to the applicable laws, regulations and customs of that foreign country.

(O) To the fullest extent permitted by law, you will not be responsible for any damage or loss arising in connection with such safe custody, nor any act, default or negligence of the Depository. I agree that my Investments are placed with a Depository at my sole risk. I understand that I may enforce my rights in respect of such Investments only through the Depository. You or any of your subsidiary,
associated or affiliated companies will not be liable if an Investment is subject to acquisition, requisition, expropriation or confiscation or if there is any restriction on the repatriation, transferability or distribution of an Investment (or any fund realised upon the liquidation of the investment) or if there is any damage, loss or diminution to the Investment. Any such losses that you may be liable to is limited to Direct Damages only.

(p) In respect of Investments not placed with a Depository, I understand that I am at liberty to enforce my rights against the issuer or other relevant party without reference to you or the Depository.

(q) Investments in the Investment Account are not deposits and are not obligations of, not guaranteed by, and not insured by,

i. Citibank, Citigroup, Inc and/or any Citigroup Organisation, whose role, if any, is only as described in these Terms and Conditions, unless agreed otherwise in writing by Citibank; or

ii. by any government or insurance agency unless specified otherwise.

(r) You may at your discretion appoint Citigroup Nominees (Tempatan) Sdn. Bhd. or any other nominee to act on your behalf and assign or transfer to such nominee the powers, rights, authorities, duties and obligations conferred upon and undertaken by you under these Terms and Conditions.

Nominee services

14. (a) Where applicable, I agree and authorise you to register and hold in safe custody any Investment I have purchased in your name, or in the name of one or more of your branches, other banks or financial institutions, or nominee companies (each, a "Nominee Company") which you will nominate from time to time whether or not such Nominee Company is related to you, and on such Nominee Company's customary terms and conditions and/or such other terms and conditions as you may approve.

(b) I further authorise you to transfer, redeem, or otherwise deal with any Investment registered in your name as my nominee upon my instructions. Where you elect to have such Investments registered in your name or in the name of any Nominee

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Company, I authorise you to transmit my instructions to transfer, redeem, or otherwise deal with any Investment so registered and to execute, under hand or seal, all necessary or related documents on my behalf.

(c) If I wish to purchase or sell any particular Investment, or to enquire or amend any particulars relating to Investments you hold, I agree that you may on my instructions make the necessary arrangements to do the same (including arranging for the transfer of funds from my Account(s) or such other account as I may instruct) and to debit my Account(s) for any charges, commissions, fees, and any other costs involved; and/or to credit my Account(s) (or such other account as I may instruct) with the sale proceeds less any charges, commissions, fees, and any other costs involved.

(d) In acting as my nominee for any Investment:

(i) you will be entitled at your discretion:

(1) to make such arrangements as you may think fit for the purpose of keeping the Investments in safe custody. In particular (and without limitation), you may pool my Investments with other Investments belonging to or held by you for the account of your other customers, such that they may not be separately identifiable, by means of separate certificates or other physical documents or equivalent electronic records, as belonging to or attributable to me or my Account(s)). In this event, you will maintain such records or accounts as you deem fit for the purpose of determining my beneficial entitlement in such commingled pool;

(2) to treat the Investments as fungible, or at any time allocate specific Investments to me, and any such treatment or allocation will be binding on me if for any reason to the fullest extent permitted by law all or any part of the Investments deposited or lodged with any Nominee Company and treated as fungible are lost or otherwise become unavailable for delivery. In that event, the reduction in the amount of such Investments will be shared between all the depositors or holders of Investments of that class or category whose Investments are treated as fungible. Any pro rata entitlement in this respect will be dealt with by the sale of the relevant Investments and the distribution of the proceeds of sale thereof. Notwithstanding the foregoing, no reduction will be made if and to the extent that you determine at your discretion that you will be able to replace

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
or recover any of the relevant Investments. Any losses that you may be liable for will be limited to Direct Damages only.

(3) to comply with the provision of any prevailing law, order, regulation, directive or custom from time to time imposed on a nominee or custodian of the Investments. I agree that the custody of Investments in any country is subject to the applicable laws, orders, regulations, directives and customs of that country; and

(4) to maintain all such records on relation to the Investments as you think fit;

(ii) you will claim all amounts in respect of dividends or interest pertaining to my Investments held in custody which are known to you to be payable. Such amounts will be paid to me or held in an Account as and when they are actually received by you, but you will not be responsible for claiming any other entitlement or benefit you may have under applicable taxation treaties or arrangements on your behalf. In other respects, you and the Nominee Companies will not be responsible for the exercise of any other right or power arising from ownership of the Investments; and

(iii) you will not be obliged to attend any meeting or to exercise any vote, or take any action with regard to any allotment, subscription, rights issue, conversion, or other rights in respect thereof, or as regards any consolidation or reorganisation, or in connection with any take-over, merger, receivership, judicial management, bankruptcy, winding up, or other insolvency proceedings, except upon and in accordance with these Terms and Conditions and I undertake to indemnify you against all claims, losses and damages howsoever arising.

(e) If the Investments are registered in the name of a Nominee Company, I agree that:

(i) you are authorised to maintain such particulars of my investments and divestments and my income or sale proceeds which you may receive from such Investments and to provide me with periodical statements of such particulars as you consider necessary; and

(ii) any advice of the execution of my instructions in relation to any Investment or any advice in response to my queries on such Investments may be sent

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
WARNING

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED
BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE
RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE
AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN
INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK
DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
(j) I will not hold you responsible for the failure of any issuer and/or manager of any Investment to accept an application for Investments or to act in accordance with my instructions given directly or indirectly through you, or for any act, neglect or default of such issuer and/or manager.

(k) Statements showing the assets held by you in my Account will be forwarded to me on a monthly basis or such other period as you may specify.

(l) I acknowledge that any advice and/or materials received by me from you will be for my own personal use.

(m) Notwithstanding anything to the contrary in this paragraph 14, you will not be obliged to provide any of the aforesaid services in relation to any Investments that are not registered in your or any Nominee Company's name.

**Investment Funds**

15. (a) You accept no responsibility for furnishing information to me concerning any investment funds including securities, unit trusts, private retirement schemes, foreign currencies or bonds and other investment funds ("Fund(s)") or the performance of the Fund(s).

My investment in the Fund(s) and the relevant prices for these Fund(s) will be subject to such terms and conditions as you may prescribe from time to time.

Non-profit organisations may subscribe for the Fund(s) provided their respective constitutions do not bar them from doing so. It is the responsibility of the non-profit organisation to ensure that the Fund(s) does/do not hold investments of a nature in which such an organisation is prohibited from investing. Units of the Fund(s) may neither be bought nor held directly by, nor may they be transferred to an investor who is a United States Person.

(b) I understand that:-

(i) Fund(s) units are not bank deposits and are not endorsed or guaranteed by you, Citigroup, Inc. or its subsidiaries, and do not constitute your

---

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
obligations or those of Citigroup, Inc. or its subsidiaries unless otherwise stated; and

(ii) the past performance of any Fund is not a guarantee of its future performance and that the price of a Fund may go down as well as up, and in certain circumstances the right of the investor may be restricted.

(c) All mail in connection with the Fund(s) will be sent to the address of the main investor of the Fund(s).

(d) With respect to any units of any Fund(s) subscribed for by me, in the event that I do not make good the payment for subscription, you will have the right to automatically liquidate my holding on the next Dealing Day (as defined in the relevant trust deed or other document constituting the Fund) and to apply the proceeds of such liquidation in reduction of the amount payable by me to you and without any prejudice to any other right which you may have against me in respect of such non-payment, and I will (i) pay you all costs and expenses which you may incur in connection therewith and (ii) reimburse you for any shortfall between the liquidation proceeds and the subscription price.

You will be entitled to arrange on my behalf for registration of units subscribed for by me in any Fund in my or your name or that of your nominee company, but you will in any case maintain records of my entitlement to units in these Fund(s).

All instructions by a corporation must be executed under its company seal in accordance with its Articles of Association or equivalent constitutive document(s).

(e) If I do not quote my reference number at the time of my giving instructions for the redemption of units, you reserve the right to carry out the redemption on a "First-In-First-Out" basis.

(f) I will be required to redeem my units in the Fund(s) where:

(i) I am granted citizenship, "Green Card" status or a right of domicile in the United States of America; or

(ii) I commence to maintain a mailing address situated in the United States of America or become a US Person.

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Investment Decision/Indemnity and Request to Receive Information on Offshore Products and Services

16.  (a) All investments are made solely upon my judgment and at my discretion and own risk. Nothing in your brochures, investment reports and/or any of your materials supplied to me, nor any customer investment profiling conducted for me, will be construed by me as your investment advice as regards the relative attractiveness of one investment option over another.

(b) I request you to contact me on any investment opportunities that you believe may be of interest to me. I fully understand that (a) you are not obliged to provide me with any financial, market or investment information or suggestion; (b) if you so act, you do not provide the same as a required Service, nor act as an advisor; and (c) you assume no responsibility for the accuracy and completeness of or the performance or outcome of any investment made by me after receipt of the same.

(c) Without prejudice to the generality of paragraph 16(b) above, unless I otherwise notify you in writing, I confirm my wish to be provided with global market information and research and, from time to time, information on specific investment opportunities (including equities, fixed income and debt, alternative investments, derivatives, structured products, collective investment schemes, dual currency account and placements) and specific banking and insurance products which you consider may be of interest to me.

I understand that all materials and information which you will provide or make available to me will be prepared and provided at my request solely for my private information and for discussion purposes only and will not, under any circumstance, constitute an offer to sell, or a solicitation of an offer to buy, any of the financial products or securities.

I understand that I am solely responsible for compliance with any laws, regulations or rules applicable to the opening of the Account and/or Investment Account with you, including but not limited to, any laws, regulations or rules in Malaysia or any other jurisdiction, relating to account opening, tax, foreign exchange and capital control and for registration, reporting or filing requirements that may apply as a result of my country of citizenship, domicile, residence or tax-paying status.

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
If I pay you in a currency other than the Contract Currency, whether under a relevant Contract or pursuant to a judgment of court relating to a relevant Contract, you are entitled to use the currency you receive from me to purchase the Contract Currency on the next day you are open for business following your receipt of the same, according to normal banking procedures. If the amount of Contract Currency you are able to purchase is less than the amount calculated pursuant to the provisions of the Agreement (whether the difference is as a result of a movement in exchange rates or otherwise), I will indemnify you for the difference. My obligation to indemnify you is a separate obligation notwithstanding any judgment of court. I will also indemnify you against any costs incurred by you in purchasing the Contract Currency.

Notwithstanding any netting, off-setting, exchange or liquidation of obligations under these Investment Terms, I agree to pay to you upon your demand and indemnify you for any amount owing to you in connection with any position which would have been off-set under these Investment Terms, but for any act, omission or insolvency on the part of any counterparty to or broker or agent in respect of, any of the relevant Contracts.

Unit Trusts Account

17. The following terms and conditions govern the Investment Account for Unit Trusts (“Account”), which you have agreed to open for me at my request. By requesting the opening of the Account, I agree to be bound by these Terms and Conditions including the terms and conditions below applicable to Unit Trusts Account (“UT Terms”).

Definitions

18. In the UT Terms, terms defined in Part A, (Definitions) have the same meaning unless given a different meaning in the UT Terms and unless the context otherwise requires, the following words and expressions have the following meanings:

“Clearance System” means any clearing agency, settlement system or depositary used in connection with Transactions and any nominee of the foregoing.

“FIMM” means the Federation of Investment Managers Malaysia.
“Fund” or “Funds” include mutual funds, unit trusts or other collective investment schemes distributed by Citibank.

“Guidelines on Unit Trust Funds” means the guidelines relating to unit trust funds issued by the Securities Commission as amended or re-enacted.

“Guidelines on Wholesale Funds” means the guidelines relating to wholesale funds issued by the Securities Commission as amended or re-enacted.

“I” means the individual or Corporation who has an Account with Citibank and who has signed the Account opening application form and includes my/its successors and assigns.

“individual” means a natural person and includes a sole-proprietor.

“Manager” means the management company of a Fund and includes its successors and assigns.

“Taxes” means all taxes, levies, imposts, charges, assessments, deductions, goods and services tax, value added taxes, tax on the sale or disposition of any property, duties, withholdings and related liabilities, including additions to tax, penalties and interest imposed on or in respect of the Units, the Transactions, any products and/or services I have taken from you; provided that “taxes” does not include income or franchise taxes imposed on or measured by the net income of Citibank or its agents.

“Transactions” means, the execution of the instructions.

“Units” means units of a Fund.

General

19. I may from time to time request or authorise you to invest my moneys, in either my or your name or in the name of your nominee or otherwise on my behalf but all at and for my sole risk and account, in such type of investments which may include mutual funds, unit trusts or investment schemes (the “Funds”), the scope of which may from time to time be determined by you at your discretion.

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
20. Prior to making available to me from time to time any Fund, I agree to provide you with such information as you may request pertaining to my investment profile by completing an Investment Risk Profile ("IRP") worksheet or a corporate investment declaration form ("CIDF"), as the case may be, for your sole use; I agree that your use of the IRP or CIDF, as the case may be, in no way creates any liability on you. Upon opening the Account, I agree to provide, at your request from time to time, such new information pertaining to my investment profile as you may require by completing an IRP or a CIDF, as the case may be.

21. Upon opening the Account, I agree to open a savings account or such other accounts, as I will decide with you ("the Deposit Account") for the purposes of paying for and receiving moneys on investments. I further agree not to close the Deposit Account for as long as the Account remains open. The Deposit Account will be subject to these Terms and Conditions, which bind all customers who maintain such accounts with you.

22. I agree to comply with such terms and conditions as may be imposed by you in your discretion at any time and from time to time, including those requiring the holding of a minimum investment amount or a minimum number of Units in any Fund for the purposes of opening or maintaining the Account.

**Transactions**

23. Notwithstanding the UT Terms, I acknowledge that Transactions are subject to the provisions of the respective deeds, constitutional documents, information memoranda and prospectuses of the Funds, as may from time to time be amended or supplemented, and all applicable laws, guidelines, regulations and customs.

24. In respect of Units subscribed, redeemed, transferred or switched for me, I agree as follows:

(a) the price of any Units, if provided by you at or prior to my placing an order, is for indicative or reference purposes only and will not bind you; the actual price will be the price determined in accordance with the deed, constitutional document, information memorandum or prospectus governing those Units;

(b) any order or Instruction given to you for the execution of a Transaction:

   (i) is subject to the Capital Markets And Services Act 2007, the Guidelines on Unit Trust Funds and the Guidelines on Wholesale Funds issued by the Securities Commission, guidelines, investment standards or rulings issued by the FIMM, and other relevant legislation, and regulations as the same may be amended from time to time;
(ii) will not be revocable unless you expressly consent in writing;
(iii) will be subject to your discretion to refuse to execute it; and
(iv) will only be considered by you if made in accordance with the UT Terms, these Terms and Conditions and your prescribed procedures as determined by you for the particular Fund.

(c) The Account will contain book entries relating to the Transactions and, in the absence of obvious error, will be conclusive evidence of such Transactions.

25. (deleted)

Instructions

26. (a) Instructions pertaining to any Transaction will be given:

(i) only by me, or by a person or persons duly authorised by me from time to time to give such instructions;

(ii) in English or Bahasa Malaysia; and

(iii) in writing by hand or by electronic or digital transmission or other means of telecommunication or electronic or digital communication using the prescribed relevant instruction forms or by any other mode that may be available to me from time to time subject always to the relevant applicable terms and conditions.

(b) If I am an individual, such instructions may be given orally through CitiPhone Banking, subject to availability of services through CitiPhone Banking, provided I have a Telephone Personal Identification Number (“T-PIN”) and the use of the T-PIN is subject to the Terms and Conditions applicable to T-PIN; however notwithstanding anything above, you reserve the right to decline or reject to act on any Instruction given through telephone and I agree that:

(i) you are entitled to rely conclusively upon the authority of any Authorised Person to give instructions until you receive notice acceptable to you of any change of an Authorised Person from me and have had a reasonable time to act (after which time you may rely on the change).

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY loose VALUE.
WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED
BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE
RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE
AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN
INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK
DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE
VALUE.
disadvantage and, on other occasions, to my advantage. The allotment or distribution of any Units, moneys or other assets pursuant to such aggregation to or amongst me and such other customers will be at your discretion. I accept that such allotment or distribution or actions by you may result in inequities, advantage or losses to me and I accept the risk thereof for my account.

32. For the avoidance of doubt, my or the Authorised Person's(s') instructions in respect of Units will not be deemed to result in a purchase or redemption of the Units until such time that the Manager of the Fund approves and accepts the order for subscription and/or redemption of the Units and such acceptance is communicated by you to me. I further acknowledge that the Fund may accept a request for subscription only in part. I will not hold you nor your officers, delegates or agents responsible for the failure or refusal of any Manager of any Fund to accept a Transaction (whether in whole or in part) or to act in accordance with my or the Authorised Person's(s') instructions or for any act, neglect or default of such Manager.

33. A computer generated confirmation of each Transaction requested by me and effected by you (a “Transaction Advice”) will be sent to me. If the Transaction Advice is not received by the tenth (10th) day after the relevant Transaction, I agree to advise you in writing immediately and you will send the Transaction Advice within fourteen (14) days of your receipt of such notice.

Statements

34. You will issue and send to me monthly or periodic statements of account at such intervals as you may deem fit which statements of account will show the Transactions effected by me in any given period. I will inform you promptly of any irregularities or discrepancies in the contents of statements of account sent to me and in any case within twenty-one (21) days of the date of such statements, failing which I will be deemed to have accepted and approved conclusively the contents of such statements.

Investment Information

35. By opening the Account, I expressly request you to contact me and to send me information on any investment opportunities that you consider may be of interest to me. I fully understand that:

(a) you act only in the capacity of a distributor of the Funds and as custodian for me in relation to the Units invested by me under the UT Terms and these Terms and

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Conditions and that you are not an agent, representative or partner of any Funds or Manager;

(b) you are not obliged to provide me with any financial, market or investment information or suggestion;

(c) if you so act, you do not provide the same as a required service and you do so at my express request;

(d) any information (including promotion documentation, sales literature or advertising materials) relating to a Fund are produced by the respective Funds and you assume no responsibility for the accuracy and completeness of such information or the performance or outcome of any investment made by me after receipt of the same;

(e) the provision of any such information or suggestion should not be taken to constitute a recommendation and/or endorsement of any Funds, any form of advice or a determination of suitability of the Funds for any customer;

(f) past performance of any Fund is no indicator of future performance and that neither you nor any of your employees provide any assurance of or guarantee (orally or in writing) the performance of any Fund; and

(g) you are not acting under the UT Terms or these Terms and Conditions as an investment manager; you do not provide advice with respect to any legal or tax ramifications of any Fund and I will obtain appropriate advice from an independent investment, tax or legal adviser.

My Rights and Benefits as Investor

36. As an investor of the Units, and except as expressly set out in the UT Terms, I will be entitled to and accorded all such rights and benefits as may be given to a holder of such Units as are set out in the relevant deed governing such Units.

37. Notwithstanding the above, I acknowledge and understand that:

(a) Units that I invested into are held by me through you or your nominee and that I am therefore not recognized by a Manager as a unitholder; and

(b) because I am not recognized as a unitholder by a Manager, I will not have any right to receive notices of and to attend any meetings of unitholders of that Fund.

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY loose VALUE.
38. You, however, will as expeditiously as possible after receipt of notification of any meeting of unitholders, inform me of such meeting and the resolutions proposed to be voted upon thereat. I will be at liberty to give an indication in writing to you as to whether I would like to vote for or against such resolutions and, provided that you have received such indication at least three (3) Business Days before the date of the meeting, you will, in so far as may be allowed by the relevant deed, attend such meeting and vote as indicated by me. For the avoidance of doubt, your only obligation in regard to any matter where I may exercise a vote will be to seek specific instructions from me as to whether to vote or to give any consent to take any other action with respect thereto and to act in accordance with the instructions to the extent reasonably possible, having regard to such matters as the time of your receipt of the instructions and consistency of the instructions with the particular vote.

39. Notwithstanding the above, I acknowledge that any vote indicated by me to you may be different from the vote indicated to you by your other customers; in attending and voting at a meeting of unitholders, you will take into account only the votes of your customers who have given their vote indications to you within the prescribed time. You will also:

(a) in the case of a show of hands, vote in accordance with the vote indicated by a majority of your customers (including me) and not by a majority according to the number of Units held by those customers;

(b) in the case of a poll, cast only such number of votes for or against a particular resolution as are represented by the difference in the total number of votes for and against that resolution as have been indicated to you by your customers (including me); (on a poll, every Unit held is counted as one vote; if, for example, you receive indications of 1,000 votes for and 300 votes against, you will cast 700 votes for at the meeting); and

(c) abstain from voting where there is an equal number of votes for and against any particular resolution.

I further acknowledge and understand that all such meetings are held subject to the relevant provisions for meetings set out in the applicable trust deeds or other documents for the Fund.

40. In respect of any official notices, circulars, reports and announcements which you may receive from a Manager of a Fund pertaining to a meeting of unitholders or the performance of the Fund, you will within a reasonable time of receipt send such communication to me. You are not responsible for the form, accuracy or content of any

**WARNING**

**THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.**

**THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.**

**INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.**

WMP /Retail Bank T&C / Version 15 /190801

133
such notice, circular, report or announcement or for the accuracy or completeness of any translation or summary provided by you in regard to such communication.

**Investment Decision/Indemnity**

41. All investments are made solely by me in my judgment and at my own risk. Nothing in your brochures or investment reports will be construed as your investment advice as regards the relative attractiveness of one investment option over another.

42. To the fullest extent permitted by law, I agree to indemnify you, your representatives, employees, nominees and agents from and against any and all acts, omissions, claims, proceedings, demands, damages, costs and expenses (including taxes or other levies, interest, legal fees and other expenses) in connection with the matters arising from and in relation to Transactions or Funds in respect of the Account, the UT Terms and these Terms and Conditions (including the enforcement or protection of your rights in connection therewith), other than those arising out of your own willful default.

43. I agree to indemnify you for any loss or expense which you may incur as a result of any forced sale conducted for the Account.

44. I agree to indemnify you against any loss or expense which you may certify as sustained or incurred by you as a result of any default by me of the UT Terms or these Terms and Conditions or in any way in connection with my maintaining the Account with you including any loss or expense incurred by you in liquidating any Units or on account of any legal fees (on a full indemnity basis) incurred by you to enforce or protect your rights under or in connection with the UT Terms and/or these Terms and Conditions. In addition to any general lien or similar right to which you may be entitled in law, you have the right to set-off from the Account or Deposit Account at any time all or any of the aforesaid loss or expense and the provisions of the “Set-Off and Account Combination” paragraph under the General section of these Terms and Conditions will be applicable.

**Payments and Receipts**

45. I will be liable for the price of every Unit held on my behalf, brokerage commissions, custody charges, fees, taxes or stamp duty and other charges incurred in connection with the subscription, redemption, transfer or switching of any Units in any Fund.

46. Every payment by me will be made without set-off or counterclaim and free and clear of and without deduction for any present or future levies, impost, duties, charges, fees,

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
deductions, withholdings or taxes and will be made by the debiting of such payment from the Deposit Account; therefore, I must and will ensure that there are sufficient moneys readily available in the Deposit Account. In the event you specifically permit payment to be made by check, I will issue the check made payable to Citibank Berhad for [My Name] and marked “A/C Payee Only”. In no circumstances will cash checks be issued.

47. All interest, income, accretions, gains and proceeds arising from the redemption or transfers of Units or distributions made in respect of any Fund that are received by you will be credited to the Deposit Account.

48. I agree that you may receive, solicit or accept fees, commissions, charges or otherwise from any third party on account of the Units and you will have no obligation to disclose or account for the same to me; you will have the right to retain the same for your own benefit.

49. I acknowledge and understand that in relation to Transactions, the delivery of the Units and payments therefor may not be or are not customarily made at the same time. Accordingly, I agree that, notwithstanding my or the Authorised Person’s(s’) Instruction to deliver Units against payment or to pay for Units against delivery, you may make or accept payment for or delivery of Units at such time and in such form and manner as is in accordance with relevant local law or practice or with the customs prevailing in the relevant market or applicable operation procedures. I will bear all risks in connection to it and you will not be liable to me for any loss resulting from the foregoing. In this regard:

(a) you are not obligated to credit any Units to the Account or reflect the amount of subscription of the Units subscribed using funds from my contribution to EPF, in my Account statement before your receipt of confirmation of the subscription of the Units from the Manager. If you make a credit or reflect such subscription of the Units in the Account statement, before such receipt, you may reverse all or part of the credit (including any increase thereon), make an appropriate entry to the Account and if you reasonably so decide, require delivery of any Units corresponding to any debit and/or make the necessary amendments to the Account statement, as the case may be;

(b) you are not obligated to debit any Units from the Account that have not been credited as provided in the UT Terms;

(c) you are not obligated to make a credit to the Deposit Account before your receipt of a corresponding and final payment in cleared funds. If you make a credit before such receipt, you may reverse all or part of the credit (including any increase thereon), make an appropriate entry to the Deposit Account and if you reasonably so decide, require repayment of any amount corresponding to any debit;

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED
BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE
RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE
AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN
INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK
DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
for any termination or variation of any Transactions;

(iii) deal with rights, conversions, options, warrants and other similar interests or any other discretionary right in connection with the Units; and

(iv) to carry out any action affecting the Units or the Account or the Deposit Account other than those specified in paragraph 50(a) above, but in each instance subject to your agreement.

(c) I release you from all claims in connection with, and confirm that I will not hold you liable for, any income, withholding or other tax imposed or levied on me in respect of my subscription and holding of the Units in any Fund. I will be responsible for all (a) filings, tax returns on any Transactions as may be required by any relevant authority, whether governmental or otherwise and (b) taxes arising in respect of my subscription and holding of the Units in any Fund or which may be payable by me in any applicable jurisdiction and I will indemnify you in the event that you are liable under the laws of such jurisdiction to pay such tax on my behalf.

(d) You will identify the Units on your books as belonging to me.

(e) Subject to the UT Terms and these Terms and Conditions, I may at any time demand withdrawal of all or any of the Units in the Account. Notwithstanding such demand, you may retain sufficient moneys in the Deposit Account to close out or complete any Transaction that you will be required to settle on my behalf after the date of any withdrawal. Nothing in this paragraph will require you to deliver any moneys until all outstanding Transactions have been satisfied in full.

(f) I agree to be responsible for all custody fees notified to me by you. I agree that such fees will be a debt due and owing by me to you.

(g) Redemption proceeds and dividend payments (where cash option had been selected) will be made in the currency of the underlying Fund in which the Units are held into the Deposit Account of the corresponding currency (and not to a third party nor my account with a third party bank) and the obligation is payable solely at your office at which the Deposit Account is maintained.

(h) You will exercise the due care of a professional custodian for hire in Malaysia.

Subscriptions/Redemptions

51. My or the Authorised Person’s(s’) instructions to subscribe for or redeem any Units will be made by way of a Transaction Form (your format), duly signed by me or an Authorized Person(s), as the case may be.

WARNING

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
(a) I undertake to ensure that there are sufficient moneys to pay for the subscription of Units requested by me and acknowledge that you will be unable to effect any Instruction to subscribe for Units unless and until there are sufficient moneys to pay for such subscription. Settlement for a subscription of Units in any Fund will be made, for value on the relevant trade date indicated in the Transaction Form, in the currency of the underlying Fund in which Units are being bought. You are authorized without further instructions to debit the Deposit Account, with an amount equal to the moneys required for the subscription and any other costs and expenses. Ownership to the Units will only pass to me upon full payment required for the subscription of the Units. Units will be allotted to the Account on your receipt of the Manager's confirmation of the subscription.

(b) I acknowledge that you reserve the right not to carry out any Instruction to redeem Units, where there are insufficient Units in the Account or where a redemption results or would result in the remaining Units in the Account falling below the prescribed minimum holding for maintaining the Account.

Right of Set-Off and Consolidation

52. In addition to any general lien or similar right to which you may be entitled in law, you may at any time at your discretion with prior notice, combine, consolidate or merge the balances on all or any of my accounts with you (including proceeds arising from realisation of the Units pursuant to the UT Terms and these Terms and Conditions) and set-off or apply any sum or sums standing to the credit of any one or more of such accounts or the proceeds from realisation of the Units in or towards satisfaction of any of my liabilities to you, and the provisions of the “Set-Off and Account Combination” paragraph under the General section of these Terms and Conditions will be applicable. Further, insofar as any of the liabilities to you are contingent or future, your liability to me to make payment of any sum or sums standing to the credit of any of such accounts will, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.

Termination

53. Upon the occurrence of any of the following events, you may without demand terminate the Account and/or realise all or any of the Units in the Account to repay my indebtedness to you including all interests and costs and expenses in connection with the recovery of such indebtedness:

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
(a) my failure to comply with any of the UT Terms or these Terms and Conditions;

(b) any winding-up petition, bankruptcy petition or analogous proceedings being filed against me;

(c) any application by any person for the appointment of a receiver to take control of or for a writ of attachment against any of my property;

(d) it becoming illegal or impossible for either you or me to perform any of the obligations stated in these Terms and Conditions.

54. Either you or I may terminate the Account without cause by giving three (3) Business Days' advance written notice. The termination of the Account will not affect any of your rights which may have accrued prior to the termination of the Account. My agreements and obligations will survive the termination of the Account.

55. Upon the termination of the Account and subject to full satisfaction and payment of all obligations which I may be owing to you, you will either:

(a) transfer all Units to me or to my nominee, at my sole cost and expense, in such manner as I may reasonably request; or

(b) redeem all Units standing to the credit of the Account and pay to me the proceeds of such redemption after deduction of all sums due and owing to you by me.

Power to Delegate

56. I authorise you to perform all acts at any time, which are in your opinion necessary, expedient or desirable to permit you to act on my or the Authorised Person’s(s’) instructions and to exercise the rights under the UT Terms and these Terms and Conditions. You are authorized to use any agents, including Citibank N.A., its branches, related corporations or affiliates, as delegate to perform any of the functions under the UT Terms and/or these Terms and Conditions. Clearance Systems are not your agents. You will use reasonable care in selecting agents, will be responsible only for negligence in the selection of agents, and will otherwise have no responsibility or liability for the performance by the agents of any functions performed by them unless an agent is your nominee or your branch or related corporation. Any losses that you are liable for will be limited to Direct Damages only.

57. You may, in relation to and in the conduct of the Transactions contemplated by the UT Terms and/or these Terms and Conditions instead of acting personally, employ and pay...
an agent, to transact or conduct, or concur in transacting or conducting, any such business and to do or concur in doing all acts required to be done by you under the UT Terms and/or these Terms and Conditions (including the receipt and payment of money), and any such agent will be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him in connection with the Transactions and also his reasonable charges in addition to disbursements for all other work and business done and all time spent by him on matters arising in connection with the UT Terms and/or these Terms and Conditions. Provided that such person is appointed by you with reasonable care, you will not be in any way responsible for any loss incurred by reason of any misconduct or default, negligent or otherwise on the part of any such person so appointed pursuant to the UT Terms and/or these Terms and Conditions or to be bound to supervise the proceedings or acts of any such person.

Other Capacities

58. I acknowledge and agree that you will not be precluded from entering into any contract or any financial or other transaction with your related corporations or affiliates or other entities within your group of companies or with any other appointed third parties in any capacity whatsoever and your will not be precluded from being interested in any such contracts or transactions.

Taxes Information

59. I will provide you with information as to my tax status and/or the underlying beneficial owner’s tax status or residence as reasonably requested by you from time to time. I may be required from time to time to file such proof of taxpayer status or residence, to execute such certificates and to make such representations and warranties, or to provide any other information or documents in respect of the Units, as you deem necessary or proper to fulfil your obligations under applicable law. I will provide you, in a timely manner, with copies, or originals if necessary and appropriate, of any such proofs of residence, taxpayer status or identity, beneficial ownership of any Units, and any other information or documents which you may reasonably request.

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Payments

60. If any Taxes become payable with respect to any payment to be made to me, you may withhold the Taxes from such payment. You may withhold any interest, any dividends or other distributions or securities received in respect of securities or proceeds from the sale or distribution of any Units ("Payments"), or may sell for my account any part or all of the Units, and may apply such Payments and/or other cash from the Deposit Account in satisfaction of such taxes. I will remain liable for any deficiency. If any Taxes become payable with respect to any payment made to me by you or your agents in a prior year, you and your agents may withhold Payments and/or other cash from the Deposit Account in satisfaction of such prior year’s Taxes.

Tax Relief

61. In the event I request that you provide tax relief services and you agree to provide such services, you will apply for appropriate tax relief (either by way of reduced tax rates at the time of an income payment or retrospective tax reclaims in certain markets as agreed from time to time); provided that I provide to you such documentation and information as is necessary to secure such tax relief. In no event will you be responsible for the difference between the statutory rate of withholding and the treaty rate of withholding if you are unable to secure tax relief.

Miscellaneous

62. A certificate signed by your authorised representative showing any amount due to you from me will be conclusive evidence of the amount due without any further proof, except where there is obvious error.

63. Any failure or delay on your part in exercising your rights under the UT Terms or these Terms and Conditions will not operate as a waiver; and any single or partial exercise of any right will not preclude any other or further exercise of the right or any other right. Your rights and remedies provided here are cumulative and not exclusive of any other rights or remedies provided by law.

64. I agree at any time and from time to time, at my expense, to promptly execute, seal or deliver all further instruments and documents including documents and information required by you in relation to the UT Terms, these Terms and Conditions and any

WARNING

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Transaction, to enable you (a) to verify the authority of the Authorised Person(s); (b) comply with applicable law, and regulations and (c) to verify that I am not a US Person or that I am a person qualified to invest in a particular Fund, and generally take all further actions that may be necessary or that you may request to accomplish the purposes set out in the UT Terms and/or these Terms and Conditions.

65. If any provision of the UT Terms is or becomes illegal, invalid or unenforceable under any applicable law, the remaining provisions will remain in full force and effect (as will that provision under any other law).

66. In acting as my nominee for the Units, you are entitled at your discretion:

(a) to make such arrangements as you may think fit for the purpose of keeping the Units in safe custody; and

(b) to comply with the provisions of any prevailing laws, orders, regulations or official directives, customs, procedures and practices from time to time imposed on a nominee or custodian of the Units or to which you are subject.

67. You will perform in good faith and with reasonable care, as determined in accordance with the standards and practices of the banking industry, and may use any communications, clearing or payment system, intermediary bank or other entity (each a “System”) you reasonably select. I understand and agree that your performance under these Terms and Conditions is subject to the rules and regulations at any time of any System and to relevant local laws, regulations, decrees, orders, government acts, customs, procedures and practices to which you are subject including the opening of, the holding of all or any part of the Units in, and the delivery of any Units to or from the Account or the Deposit Account and the performance of any other activities contemplated hereunder by you (including acting on any instructions). You have the sole obligation to pay cash credited to the Deposit Account in the currency in which that amount is denominated, and the obligation is payable solely at such Citibank branch in Malaysia at which the Deposit Account is maintained.

68. To the fullest extent permitted by law, you will not be responsible for any loss or damage suffered by me as a result of any act or failure to act by you; in which event your liability in connection with the loss or damage will not exceed (i) the lesser of replacement of any Units or the market value of the Units to which such loss or damage relates at the time I reasonably should have been aware of such breach plus (ii) compensatory interest up to that time at the rate applicable to the base currency of the Deposit Account. Under no circumstances will you be liable to me for indirect, incidental or consequential loss or damages (including loss of profit), even if advised of the possibility of such damages.

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
69. You will not be responsible for any failure to perform any of your obligations if such performance would result in your being in breach of any law, regulation or other requirement of any governmental or other authority in accordance with which you are required to act (including any rules or practice of any stock exchange, clearance or payment system, self-regulatory organization or market) or if your performance is prevented, hindered or delayed by a Force Majeure Event, in such case your obligations will be suspended so long as the Force Majeure Event continues. “Force Majeure Event” for the purpose of this paragraph means any event due to any cause beyond your reasonable control, such as restrictions (whether local or international) on convertibility or transferability, requisitions, involuntary transfers, unavailability of communications system, technical failure of any equipment, power failures, black-outs, sabotage, fire, flood, typhoon, storms, tsunami, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government or, market disruption events that you feel has a significant impact on the Units and/or the Funds.

70. You are responsible for the performance of only those duties as are expressly set forth herein, including the performance of any Instruction given as provided in the UT Terms and that is consistent with the same. You will have no implied duties or obligations. You are not responsible for the acts, omissions, defaults or insolvency of any third party including any broker, counterparty or issuer of any Units in any Fund:

71. (deleted)
72. (deleted)
73. (deleted)
74. (deleted)

Joint Account

75. If the Account is opened by two (2) or more individuals, the balance of Units to the credit of the Account at any time will belong to the Joint Account Holders as joint tenants. Such individuals will be jointly and severally liable for all the obligations under the UT Terms. Any notice or demand from you in connection with the UT Terms and/or these Terms and Conditions may be served upon any one or all of the account holders and will be binding upon all the account holders. Similarly, any notice from any one of the account holders to you will be binding upon the other account holder(s). The Joint Account Holders, agree that where the Account is operated with a single signing authority:

WARNING

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
(a) any instructions from any one account holder, in writing or given orally through telephone (subject to the Terms and Conditions applicable to T-PIN), will be binding on the other account holder(s);

(b) you will act on the mandate of all the account holders if prior to acting on the instructions received from one account holder, you also receive instructions from the other account holder(s) which instructions are contradictory to the instructions first received by you; and

(c) If any one of the account holders dies, becomes insane or is made a bankrupt, the other account holder(s) will be entitled to operate the Account.

In-Trust Account

76. If I establish the Account as an account “in-trust-for” someone else and I declare myself as the trustee thereof, it will be a term of such trust that I have the full right and discretion to operate and to close the Account without any restrictions whatsoever.

77. In no circumstances (including my death or (if I am not an individual) my winding up or dissolution) will you assume or be vested with any duties as trustee. Notwithstanding anything contained herein, you are under no obligation to take into cognizance any trust whether or not informed of the same and you will not under any circumstances be liable whatsoever to any beneficiary of any trust.

78. Upon my death or winding up or dissolution, you will be entitled to exercise your right to debit from the Account any obligations owed to you by me at your discretion.

79. Upon my death or winding up or dissolution, you will be entitled to deal with the Account and to act in accordance with the instructions of any person who satisfies you that he has been duly appointed the trustee in place of me; if you are not notified of the appointment of any new trustee within three (3) months of my death, you will be at liberty to refer the Account to Amanah Raya Berhad for their instructions upon which you will be at liberty to act without any liability whatsoever to the beneficiary(ies).

80. I covenant to indemnify you and keep you fully indemnified against all claims, costs, expenses, losses and damages howsoever arising from the operations of the “in-trust-for” Account and/or any disputes in relation to the Account.

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Exclusion from Liability

81. All monies deposited with you will be payable solely by your branch at which the Account was opened.

82. The obligations with respect to the Account will be performed solely by Citibank Berhad at which the Account was opened and are subject to the laws of Malaysia (including any government acts, orders, decrees, and regulations, including fiscal and exchange control regulations). You will not be liable to me if the value of the Units credited to the Account diminishes due to taxes, imposts or depreciation, or due to restrictions on realisation or transferability, requisitions, involuntary transfers, acts of war or civil strike or other similar causes beyond your control (whether arising in Malaysia or in any place in which you have deposited such Units), in which circumstances no other branch, related corporation or affiliate of Citibank will be responsible thereof in any manner.

Fees and Expenses

83. I agree to pay all stamp duty, fees, charges and obligations incurred from time to time for any services under the UT Terms as specified from time to time by you upon prior written notice to me, together with any other amounts payable to you under the UT Terms and/or these Terms and Conditions.

84. (deleted)

Funds Investment under EPF Plan

85. Subject to such terms and conditions as you may impose at your discretion, you may, if requested by me, act as facilitator in making or redeeming investments on my behalf under the EPF Members’ Investment Scheme. If you so act, you assume no liability whatsoever in relation or incidental to the making or redeeming of such investments.

[The rest of this page intentionally left blank]
Dual Currency Account (Not protected by PIDM)

Definitions and Interpretation

86. The following terms and conditions (“DCA Terms”) govern the Investment Account for Dual Currency Account (“DCA Investment Account” or “Account”), which you have agreed to open for me at my request. By requesting the opening of the Account, I agree to be bound by the DCA Terms and these Terms and Conditions.

In this DCA Terms, terms defined in Part A, (Definitions) have the same meaning unless given a different meaning in the DCA Terms and the following terms and expressions have the corresponding meanings unless otherwise expressly stated:

"Confirmation Advice" means the written notice sent by you to me to confirm and accept my subscription to a Dual Currency Account pursuant to the Subscription Form and on the terms set out in the Product Highlights Sheet and Product Term Sheet.

“Contract” means, in respect of a Dual Currency Account, any contract concluded by me with you or through you in respect of the Dual Currency Account pursuant to the Subscription Form, the Product Highlights Sheet, Product Term Sheet and the Confirmation Advice.

"I" means the individual(s) or Corporation who have opened the Settlement Account(s) with you and who have applied to you to subscribe to a Dual Currency Account; where there is more than one individual, the DCA Terms and these Terms and Conditions will bind all the individuals jointly and severally and includes my/its successors and assigns.

"Dual Currency Account" means the Dual Currency Account investment subscribed to by me, which is a structured product investment with a derivative or option linked to the Reference Instrument stated in the Subscription Form, the Product Highlights Sheet and the Product Term Sheet.

"Maturity Advice" means the written notice sent by you to me upon the maturity of a Dual Currency Account to inform me of the final Returns, if any, and the cessation of the investment.

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
"Maturity Date", in respect of a particular Dual Currency Account, means the date on which that particular Dual Currency Account matures or ceases to invest.

"Pre-termination" means my withdrawal in whole of the Principal in respect of a Dual Currency Account before the Maturity Date resulting in the termination of the Dual Currency Account.

"Pre-termination Advice" means the written notice sent by you to me to confirm Pre-termination pursuant to my application.

"Principal" means the amount transferred to my Account from the Settlement Account(s) for the purpose of investment in a Dual Currency Account which amount will not be less than RM50,000.00 or its equivalent in foreign currencies (or such other amount as you may determine) Provided Always that the minimum criteria of RM50,000 or its equivalent in foreign currencies set out above will not apply in the event the Principal is derived from the Principal and Returns thereon paid out from a previous Contract.

"Product Highlights Sheet", in respect of a particular Dual Currency Account, means the document named as such and containing a summary of details and particulars of that Dual Currency Account.

“Product Term Sheet”, in respect of Dual Currency Account, means the document named as such and containing the details and particulars of that Dual Currency Account.

"Reference Instrument", in respect of a particular Dual Currency Account, means the underlying instrument (which can be a currency or a commodity or a basket of any such instrument or any other benchmark chosen by you in your discretion), to which the derivative or option making up that Dual Currency Account is linked.

"Returns", in respect of a particular Dual Currency Account, means the interest made in respect of that Dual Currency Account.

“Risk Disclosure Statement”, in respect of Dual Currency Account means the document named as such and highlighting the key risks associated with the Dual Currency Account.

"Settlement Account(s)" means my checking account, savings account, foreign currency call account or Overnight Deposit account (whether in local or foreign currency),
whichever applicable, maintained by me with you from which Principal is transferred to the Account for subscription to a Dual Currency Account, and into which proceeds, if any, from the Dual Currency Account are credited, as the case may be.

"Trade Date" means the date on which I apply to subscribe to a Dual Currency Account.

“Subscription Form” means my application to you in the prescribed form or any other form acceptable to you to subscribe to the Dual Currency Account on the basis of the DCA Terms and these Terms and Conditions, the Product Highlights Sheet, the Product Term Sheet and the Confirmation Advice.

"Value Date", in respect of a particular Dual Currency Account, means the date stated as such in the Product Highlights Sheet for that Dual Currency Account and is the date when the Principal is first invested.

Introduction to DCA

87. (a) The DCA Terms apply to each and every Contract.

(b) The DCA Terms are supplementary to and are not in substitution of any provision in these Terms and Conditions. In case of any inconsistency between the DCA Terms and these Terms and Conditions, the DCA Terms will prevail in respect of the Contract.

(c) The DCA Terms will be read together with these Terms and Conditions, the Subscription Form, the Product Highlights Sheet, the Product Term Sheet and the Confirmation Advice and will constitute one agreement between you and me in respect of the Contract.

Subscription to Dual Currency Account

88. (a) I apply to subscribe to a Dual Currency Account by requesting you using the Subscription Form to transfer the Principal from my Settlement Account(s) to my DCA Investment Account for the purpose of investment in a Dual Currency Account as described in the Product Highlights Sheet and/or Product Term Sheet.
(b) Provided there are sufficient funds in the Settlement Account(s), there is no limit to the number of Dual Currency Account(s) I may subscribe to.

(c) It will be my sole responsibility to ensure there are sufficient funds in my Settlement Account(s) for transfer to my DCA Investment Account for the purpose of subscribing to a Dual Currency Account.

(d) I agree and confirm that once the application for subscription to a Dual Currency Account is submitted to you, the subscription is irrevocable and is binding on me, and is subject to acceptance and confirmation by you as provided under paragraph 89 below.

Confirmation Advice

89. (a) Notwithstanding paragraph 88(d) above you have the right, at your discretion, to decline any application for subscription to a Dual Currency Account.

(b) If you accept an application, you will within three (3) Business Days of the Trade Date send a Confirmation Advice to me confirming and accepting the subscription and the relevant details of the Dual Currency Account.

(c) It is my responsibility to ensure that every Confirmation Advice is received in due time according to the ordinary course of posting and to make enquiries with and obtain the same from you immediately if not duly received by me.

(d) Any Confirmation Advice will be deemed to be given to and received by me by post forty-eight (48) hours after posting notwithstanding that such Confirmation Advice is returned undelivered for any reason.

(e) The Contract is binding on me regardless whether I have actually received the Confirmation Advice.

(f) In the event of any conflict or inconsistency between the provisions of any Confirmation Advice and the Agreement, the Product Highlights Sheet, the Product Term Sheet, the Subscription Form and/or any other documents, the provisions of such Confirmation Advice will prevail for the transaction contemplated in the Confirmation Advice.

WARNING

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Returns

90. (a) Returns, if any, are calculated by reference to the Reference Instrument at such time and in such manner as are set out in the Product Highlights Sheet, the Product Term Sheet and the Confirmation Advice in respect of that Dual Currency Account.

(b) By subscribing to a Dual Currency Account, I expressly acknowledge that Returns are a function of the Reference Instrument to which the Dual Currency Account is linked and that the Reference Instrument can and does fluctuate by significant percentages.

(c) The performance of any Reference Instrument used in the calculation of Returns is available for inspection only upon my request.

(d) Where any currency in which your payment obligations are denominated becomes unavailable due to restrictions on convertibility, transferability, requisitions, government acts, orders, decrees and regulations, involuntary transfers, distraint of any character, exercise of military or usurped powers, acts of war or civil strife, monetary union or exchange or other similar causes beyond your reasonable control, you will be deemed to have satisfied such payment obligation by making payment in such other currency as you may deem fit.

Pre-termination and Partial Withdrawals

91. (a) Pre-termination of the Principal prior to the Maturity Date may be requested but any early withdrawal may result in my losing all or any part of my investment in the Dual Currency Account.

(b) Partial withdrawal of the Principal prior to the Maturity Date is not allowed at any time for Dual Currency Account.

(c) Pre-termination will be subject to such charge that you may impose and may be effected only through a Relationship Manager or Personal Banker designated to me or a Treasury Consultant.

WARNING

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
(d) The charges you impose will be determined in accordance with the rules of Bank Negara Malaysia and/or such other relevant regulatory or statutory bodies.

(e) Regardless of when I apply for Pre-termination, it will be effected only on a Pre-termination Date.

(f) Any sums payable by you on Pre-termination will be credited to the Settlement Account(s) within two (2) Business Days of the Pre-termination Date.

(g) A Pre-termination Advice will be sent to me within three (3) Business Days of the Pre-termination Date.

(h) By applying for Pre-termination, I expressly acknowledge that the Principal and/or Returns may be lost or reduced and that the calculation of any loss or reduction of the Principal and/or Returns will not necessarily conform to or correlate with any theoretical pricing formula or chart, any previous redemption pattern of any previous or other Dual Currency Account, and the exchange rates or value of the Reference Instrument at any particular time.

Adjustments

92. (a) If there are Force Majeure Events, you may at your discretion make such adjustment to the strike price, maturity date or any other term or terms applicable to the Dual Currency Account as you may consider appropriate to account for such circumstance provided that such changes do not unfairly discriminate the Customer. “Force Majeure Event” for the purpose of this paragraph means any event due to any cause beyond your reasonable control, such as restrictions (whether local or international) on convertibility or transferability, requisitions, involuntary transfers, unavailability of communications system, technical failure of any equipment, power failures, black-outs, sabotage, fire, flood, typhoon, storms, tsunami, explosion, acts of God, civil commotion, strikes, lock-outs or industrial action of any kind, riots, insurrection, war or acts of government or, market disruption events that you feel has a significant impact on the Reference Instrument.

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
(b) In doing so, you will act in good faith and in a commercially reasonable manner; you may but will not be obliged to take into account the then prevailing market practice.

(c) Any adjustment made by you pursuant to the foregoing will be conclusive and binding on me.

(c) An Adjustment Advice will be sent to me within three (3) Business Days of any adjustment made by you.

**Termination of Contract**

93. (a) Without affecting any other rights you may have under anything whatsoever, you will be entitled, by notice in writing to me, to terminate any Contract in any of the following events:

(i) if any petition, application, step or other proceeding for bankruptcy, insolvency, reorganisation, arrangement, composition of debt, dissolution, liquidation or other similar relief relating to me or you is commenced under any applicable law;

(ii) if a receiver, trustee, custodian or similar official is appointed or an encumbrancer takes possession of me or you or the whole or any substantial part of my or your property;

(iii) if I am in breach of any obligation under anything governing the Contract; or

(iv) if any event beyond your control has occurred which makes it impracticable, illegal or impossible for you to perform your obligations under the DCA Terms or these Terms and Conditions or to carry on with the Dual Currency Account (including such market disruption events as you in your discretion feel have a significant impact on the Reference Instrument).

(b) Upon the termination of a Contract, you will in good faith calculate the amounts of all repayment and payment obligations owed by you and me to each other under the terminated Contract as at the date of termination. The amounts will be netted into a single amount to be paid by the party from whom they are due to the other.
**Maturity**

94. (a) Returns, if any, will cease to accrue on the Maturity Date.

(b) The Principal, together with any final Returns, will be credited to the Settlement Account(s) within two (2) Business Days of the Maturity Date.

(d) A Maturity Advice will be sent to me within three (3) Business Days of the Maturity Date.

**Joint Account**

95. (a) If any DCA Investment Account is opened or held in the names of more than one person, all agreements, rights and liabilities on the part of the Joint Account Holders will be joint and several and will apply to and bind all such persons; all moneys in such DCA Investment Account will be held by such persons as joint tenants.

(b) Any obligation of yours to notify the Joint Account Holders will be discharged if you notify the primary account holder of the Joint Account.

(c) In the case of death of any one or more of the persons making up the Joint Account Holders, the survivor or survivors or the other of them, as the case may be, will be entitled to exercise all rights in respect of the Dual Currency Account.

**Transfers and Assignments**

96. (a) A Dual Currency Account will not be negotiable, assigned, transferred, charged or pledged by me except in favour of you as security for the performance of any of my obligations or liabilities to you.

(b) Notwithstanding anything to the contrary herein, you may at your discretion assign or transfer any or all of your rights or obligations under the DCA Terms to any successor in or outside Malaysia as you may appoint.

---

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
4. If timely instructions are not given by me to you and if any moneys become payable to me pursuant to the Contract, you will have no obligation to place the moneys on any overnight or other interest-bearing deposit if the Settlement Account(s) has been closed.

7. You will not be obliged to seek instructions from me and notwithstanding any attempts by you to do so, such attempts will not give rise to any such obligations. In such an event, I will fully indemnify you against any losses, damages, costs, claims, expenses and liabilities (including any loss of bargain, cost of funding and any costs or loss incurred as a result of terminating, liquidating, obtaining or re-establishing any hedge or related trading position), whether or not reasonably foreseeable, sustained or incurred by you and me respectively.

9. In subscribing to the Dual Currency Account, I declare, represent, warrant and confirm that:

(i) I am not a United States Person;
(ii) You are entering into the transactions contemplated by the DCA Terms in reliance upon my representation and warranty that I am a person falling under Schedule 6 and Schedule 7 of the Capital Markets and Services Act 2007 of Malaysia; and
(iii) the source of funds used for any Dual Currency Account is lawful under the laws and regulations (including foreign exchange laws and regulations) of the jurisdiction, binding upon or applicable to me and I will take all necessary actions to ensure that such laws and regulations will not be contravened and will be complied with at all times.

(b) Without prejudice to anything herein, I will indemnify you and keep you indemnified in respect of any loss, expense, cost, damage, penalty or fine which you may suffer or incur directly or indirectly in the event my representation and warranty above is not true in any way.

(c) In subscribing to the Dual Currency Account, I confirm that you have requested confirmation from me that full disclosure of the risks involved in investing in the

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Dual Currency Account has been made by you and I further confirm that I have been given and have read the Risk Disclosure Statement issued by you before I applied to subscribe to the Dual Currency Account.

(d) In subscribing to the Dual Currency Account, I confirm that you have not acted as advisor or agent to me and that I have sought my own independent advice on all matters related to the Dual Currency Account.

(e) I will be deemed to represent and warrant to you on each date that I subscribe to the Dual Currency Account that each of the representations and warranties referred to in the DCA Terms and these Terms and Conditions is true and accurate in all respects as if made on each such date and will be correct and complied with in all respects so long as I have any Dual Currency Account with you as if repeated then by reference to the then existing circumstances.

(f) It is my duty to immediately notify you in writing in the event of my change in status under Schedule 6 and Schedule 7 of the Capital Markets and Services Act 2007 of Malaysia and/or the provisions of the laws relating to exchange controls (as may be amended from time to time) including the conditions and regulations made under the above legislations.

99. (deleted)

My Indemnity to You

100. To the fullest extent permitted by law, I will promptly, on demand, fully indemnify you against any losses, damages, costs, claims, expenses and liabilities (including any loss of bargain, cost of funding and any costs or loss incurred as a result of terminating, liquidating, obtaining or re-establishing any hedge or related trading position), whether or not reasonably foreseeable, sustained or incurred by you as a result of or in connection with:

(a) any transaction contemplated under the DCA Terms but not entered into for any reason;

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
(b) any early termination in whole or in part of any of such transactions or otherwise relating to the establishment or maintenance or termination of any transaction under the DCA Terms;

(c) any default by me in the performance of any of my obligations under the DCA Terms; or

(d) my disaffirming, disclaiming, repudiating or rejecting, in whole or in part, or challenging the validity of such transactions, or otherwise in connection with the enforcement by you of any of your rights under the DCA Terms, these Terms and Conditions or otherwise.

In determining the amount of your claim under the DCA Terms, you may convert any amount to United States Dollars or such other currency or currencies as you deem fit at a rate determined by you. My indemnification obligation hereunder is an unconditional and independent obligation and will not be affected, prejudiced or limited by the validity or enforceability of the arrangements between me and you.

**Investment Decision**

101. (a) I understand that the Dual Currency Account is an investment where I may suffer a partial or complete loss of the original amount invested. All my investments in Dual Currency Account are made solely upon my judgment and at my discretion and own risk. Nothing in any of your materials supplied or showed to me will be construed by me as your investment advice as regards the relative attractiveness of one investment option over another.

(b) I request you to contact me on any investment opportunities that you believe may be of interest to me. I fully understand that:

(i) you are not obliged to provide me with any financial, market or investment information or suggestion;
(ii) if you so act, you do not provide the same as a required service, nor act as an advisor; and
(iii) you assume no responsibility for the accuracy and completeness of or the performance or outcome of any investment made by me after receipt of the same.

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

THIS STRUCTURED PRODUCT INVESTMENT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Gold Account (Not protected by PIDM)

102. I request you to establish one or more Citibank Gold Account(s) in my name as I may from time to time instruct (each such Citibank Gold Account will be referred to as “an Account” or the “Account” and they will be collectively referred to as “the Accounts”) for the sale and purchase of unallocated gold which is generally known as Loco London Gold (“Gold”). I agree that the Account will be governed by the terms and conditions below (the “Gold Terms”) and those set out in these Terms and Conditions (a copy of which I have received). The Gold Terms are supplementary to and not in substitution for any provisions in these Terms and Conditions. In case of inconsistency between the Gold Terms and these Terms and Conditions, the Gold Terms will prevail insofar as they relate to the Gold Account.

103. You may issue a separate written confirmation (a “Confirmation”) in respect of each transaction under the Account and the Account will be subject to the terms of such Confirmation. I acknowledge that the terms of any Confirmation will supersede all previous agreements, arrangements or understandings with respect to the Account and be final and conclusive evidence of the terms of an Account. In the event of any conflict between the Gold Terms and any Confirmation, the Confirmation will prevail. You may be acting as counterparty in addition to being an executing agent on my behalf.

104. I agree that my request for the establishment of an Account is subject to your approval.

105. I will only be permitted to establish an Account if any fees and charges in relation to the establishment of the Account are received by you. In the event you do not receive such amounts in full, you will not establish the Account.

106. I will have sole responsibility for my own independent decision to enter into an Account and make the investment under the Account without relying on any communication (written or oral) from you or any of your employees or representatives as a recommendation or as financial advice.

107. The Account comprises two essential transactions: firstly, a purchase of Gold in United States Dollars (“USD”) or such other currency as permitted by you and placement of the Gold to the Account and secondly, a sale of Gold in the Account and receipt of USD or such other currency as permitted by you.

108. No physical deposit or withdrawal of Gold to or from the Account is allowed.

WARNING
THE RETURNS, IF ANY, ON CITIBANK GOLD ACCOUNT ARE SUBJECT TO VARIOUS FACTORS INCLUDING THE PRICE OF GOLD AND FOREIGN EXCHANGE RATE FLUCTUATIONS. YOU MAY SUFFER PARTIAL OR COMPLETE LOSS OF THE ORIGINAL AMOUNT INVESTED.

THIS PRODUCT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA OR ANY OTHER PERSON.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
109. No wire transfer of Gold to or from the Account is allowed.

110. No interest or yield will be payable on the Account.

111. You are not acting as a custodian, trustee or bailee in respect of my entitlement under the Account.

112. You may, at your option, convert my entitlement under the Account into physical gold.

113. You undertake to use all reasonable efforts and take all reasonable steps to execute my order for the sale and purchase of Gold. However, you may refuse to accept my order for the sale and purchase of Gold upon such reasonable grounds as you deem fit and will not be liable for my loss arising out of the same. In particular, you may refuse to accept any order for purchase if I fail to make available to you sufficient cleared funds for the payment of the purchase price together with the relevant fees and charges at the time of execution of the order.

114. Your statement as to the amount of Gold in the Account will be conclusive and binding on me in the absence of obvious error. In particular (and without limitation), where a rate of exchange or any other amount is to be determined by you, each such determination will be conclusive and binding on me.

115. The price for the sale or purchase of Gold will be such price as may be quoted by you from time to time taking into account factors including the prevailing market price for Gold and the exchange rate between Ringgit Malaysia and applicable currency.

116. I will make available to you such amount as may be required to effect payment of the purchase price and the relevant fees and charges at the time of execution of an order for the purchase of Gold.

117. If any tax, duty or levy is imposed on you for carrying out any transaction in connection with the Account, I will pay and indemnify you against any such payment. I will also be responsible for any tax imposed on me arising out of any transaction in connection with the Account.

118. You may terminate or close an Account at any time by giving me prior notice. Upon termination or closure of my Account, you may on my behalf sell any of the Gold

WARNING
THE RETURNS, IF ANY, ON CITIBANK GOLD ACCOUNT ARE SUBJECT TO VARIOUS FACTORS INCLUDING THE PRICE OF GOLD AND FOREIGN EXCHANGE RATE FLUCTUATIONS. YOU MAY SUFFER PARTIAL OR COMPLETE LOSS OF THE ORIGINAL AMOUNT INVESTED.

THIS PRODUCT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA OR ANY OTHER PERSON.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
balances in the Account at such prices and on such terms as you deem fit and repay to me the net sale proceeds in the Account by depositing the same to any of my accounts maintained with you or sending a check to me at my last known address after deduction of all amounts payable by me to you.

119. If the Account is a Joint Account, if any of the Joint Account Holder dies, you will forthwith be authorized to close the Joint Account and the credit balance in the Joint Account and any Gold held by you in the Joint Account will be transferred to a new Account in the name of the surviving accountholder and if there is more than one survivor, in their joint names provided that prior to such transfer, the indebtedness of any one of the Joint Account Holders will be first set-off from the said credit balance. In connection with any set-off whether under the Gold Terms or otherwise, you may on my behalf sell any of the Gold balances in the Account and/or the new Account at such prices and on such terms as you deem fit. Any obligation of yours to notify the Joint Account Holders will be discharged if you notify the primary account holder of the Joint Account.

120. You may follow market practice and conditions and conduct transactions in connection with the Account in a manner acceptable to you.

121. You are not liable for any failure or delay to meet your obligations due to any causes beyond your control which will include fire, typhoon, storms, acts of God, riots, strikes, lock-outs, wars, governmental control, restriction or prohibition whether local or international, technical failure of any equipment, power failures, black-outs or any other cause which results or is likely to result in the erratic behaviour of the gold or commodity prices, the closure of international gold markets, any market disruption event or any other material cause affecting the operation of Account.

122. I acknowledge and accept that if, in your opinion, events having a significant impact on the price and/or the trading of Gold, including market disruption, insolvency, changes in taxation law and other analogous events, you reserve the right to make any adjustments to the Account. I further acknowledge and accept that you will notify me of such adjustments and provided that the adjustments are made in good faith, they will be binding on me.

123. To the fullest extent permitted by law, you will not be liable to me for any loss or damages suffered by me as a result of having entered into any transaction in connection with the Account.

**WARNING**

THE RETURNS, IF ANY, ON CITIBANK GOLD ACCOUNT ARE SUBJECT TO VARIOUS FACTORS INCLUDING THE PRICE OF GOLD AND FOREIGN EXCHANGE RATE FLUCTUATIONS. YOU MAY SUFFER PARTIAL OR COMPLETE LOSS OF THE ORIGINAL AMOUNT INVESTED.

THIS PRODUCT IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA OR ANY OTHER PERSON.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
124. I will not hold you liable for any loss or liability imposed on me as a result of my non-compliance with any regulations, laws or legal process of Malaysia or any jurisdiction relating to any transaction in connection with the Account.

125. The Account is not protected by Perbadanan Insurans Deposit Malaysia and neither is its repayment guaranteed by the Government of Malaysia or any other person.

126. You may by notice to me vary, add, delete or amend the terms and conditions of the Gold Terms from time to time and such variation, addition, deletion or amendment will be effective and binding on me. You may notify me via any means including letter, electronic mail, phone call, posting on your website or displaying on your premises.

127. The Account is not transferable or assignable by me. The Account will not be assigned, transferred, charged or pledged by me except in your favor.

128. The obligations under the Account are solely of and payable solely by Citibank Berhad in Malaysia subject to the laws (including governmental acts, orders, decrees and regulations) of Malaysia.

[The rest of this page is intentionally left blank]
Market Linked Investment Account

Definitions and Interpretation

129. The following terms and conditions (“MLI Terms”) govern the Investment Account for Market Linked Investment (“Account”), which you have agreed to open for me at my request. By requesting the opening of the Account, I agree to be bound by the MLI Terms and these Terms and Conditions.

In this MLI Terms, terms defined in Part A, (Definitions) have the same meaning unless given a different meaning in the MLI Terms and the following terms and expressions have the corresponding meanings unless otherwise expressly stated:

"Adjustment Advice" means the written notice sent by you to me to notify me of the adjustments made pursuant to paragraph 135 of the MLI Terms;

"Commencement Date", in respect of a particular Market Linked Investment, means the date stated as such in the Product Term Sheet for that Market Linked Investment and is the date when the Principal is first invested;

"Confirmation Advice" means the written notice sent by you to me to confirm and accept my subscription to a Market Linked Investment pursuant to the Subscription Form on the terms set out in the Product Highlights Sheet and the Product Term Sheet;

"Contract", in respect of a particular Market Linked Investment, means my agreement to subscribe to the Market Linked Investment on the basis of the MLI Terms, these Terms and Conditions, the Product Highlights Sheet, the Product Term Sheet and the Confirmation Advice;

"Fallen Through Advice" means the written notice sent by you to me to inform me that my application to subscribe to a Market Linked Investment has been declined by you;

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

PLEASE REFER TO THE RESPECTIVE PRODUCT HIGHLIGHTS SHEET OF YOUR STRUCTURED PRODUCT INVESTMENT TO DETERMINE WHETHER IT IS OR IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
"I" means the person or Corporation who have opened a Settlement Account with you and who have applied to you to subscribe to a Market Linked Investment; where there are more than one individual, the MLI Terms and these Terms and Conditions will bind all the individuals jointly and severally and includes my/its successors and assigns;

"Interim Returns Advice" means the written notice sent by you to me to inform me of Returns, if any, on the Market Linked Investment prior to the Maturity Date;

"Market Linked Investment" means the structured product investment subscribed to by me, with a derivative or option linked to the Reference Asset stated in the Subscription Form, the Product Highlights Sheet and the Product Term Sheet;

"Market Linked Investment Account" means the account opened by me at Citibank for the purpose of investment in a Market Linked Investment;

"Maturity Advice" means the written notice sent by you to me upon the maturity of a Market Linked Investment to inform me of the final Returns, if any, and the cessation of the investment;

"Maturity Date", in respect of a particular Market Linked Investment, means the date on which that particular Market Linked Investment matures or ceases to invest;

"Partial Withdrawal" means my withdrawal of only a part of the Principal in respect of a Market Linked Investment so that there is remaining in the Market Linked Investment Account for that Market Linked Investment a Principal of at least an amount indicated in the Product Term Sheet or its equivalent in foreign currencies;

"Pre-termination" means my withdrawal in whole of the Principal in respect of a Market Linked Investment before the Maturity Date resulting in the termination of the Market Linked Investment;

"Pre-termination Advice" means the written notice sent by you to me to confirm Pre-termination pursuant to my application;

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

PLEASE REFER TO THE RESPECTIVE PRODUCT HIGHLIGHTS SHEET OF YOUR STRUCTURED PRODUCT INVESTMENT TO DETERMINE WHETHER IT IS OR IS NOT PROTECTED BY PEBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
"Pre-termination Date" means the date in a month on which Pre-termination will be effected regardless of when an application for Pre-termination was made; unless otherwise notified by you, the Pre-termination Date will be the 1st and 15th day of every month or the first following Business Day after the 1st and 15th day of a month if this is not a Business Day or such other date(s) as stipulated in the Product Term Sheet;

"Principal" means the original amount invested in a Market Linked Investment which amount will not be less than an amount stipulated in the Product Term Sheet or its equivalent in foreign currencies;

“Product Highlights Sheet”, in respect of a particular Market Linked Investment, means the document named as such and containing a summary of details and particulars of that Market Linked Investment;

“Product Term Sheet”, in respect of a particular Market Linked Investment, means the document named as such and containing the details and particulars of that Market Linked Investment;

"Reference Asset", in respect of a particular Market Linked Investment, means the underlying asset (which can be a currency, an equity index, bond, commodity, an interest rate benchmark, a basket of any such assets, referenced index or any other benchmark chosen by you in your discretion) to which the derivative or option making up that Market Linked Investment is linked;

"Returns", in respect of a particular Market Linked Investment, means the interest, gain, profit or dividend made in respect of that Market Linked Investment;

"Risk Disclosure Statement", in respect of a particular Market Linked Investment means the document named as such and highlighting the key risks associated with the particular Market Linked Investment.

"Settlement Account" means my checking account or savings account (whether in local or foreign currency) maintained by me with you from which Principal (if any) is transferred to a

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

PLEASE REFER TO THE RESPECTIVE PRODUCT HIGHLIGHTS SHEET OF YOUR STRUCTURED PRODUCT INVESTMENT TO DETERMINE WHETHER IT IS OR IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Market Linked Investment Account and into which proceeds, if any, from the Market Linked Investment are credited;

"Subscription Date" means the date on which I apply to subscribe to a Market Linked Investment;

“Subscription Form” means my application to you in the prescribed form or any other form acceptable to you to subscribe to the Market Linked Investment on the basis of these Terms and Conditions, the Product Highlights Sheet, the Product Term Sheet and the Confirmation Advice.

"Withdrawal Advice" means the written notice sent by you to me to confirm a Partial Withdrawal pursuant to my application; and

"Withdrawal Date" means the date in a month on which a Partial Withdrawal will be effected regardless of when an application for Partial Withdrawal was made; unless otherwise notified by you, the Withdrawal Date will be the 1st and 15th day of every month or the first Business Day after the 1st and 15th day of a month if this is not a Business Day or such other date(s) as stipulated in the Product Term Sheet.

Introduction

130. (a) The MLI Terms apply to every Contract.

(b) The MLI Terms are supplementary to and are not in substitution of any provision in these Terms and Conditions. In case of any inconsistency between the MLI Terms and these Terms and Conditions, the MLI Terms will prevail in respect of the Contract.

(c) The MLI Terms, together with these Terms and Conditions, the Product Highlights Sheet, the Product Term Sheet and the Confirmation Advice, constitute the only agreement between you and me in respect of the Contract.

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

PLEASE REFER TO THE RESPECTIVE PRODUCT HIGHLIGHTS SHEET OF YOUR STRUCTURED PRODUCT INVESTMENT TO DETERMINE WHETHER IT IS OR IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Subscription to Market Linked Investment

131. (a) I apply to subscribe to a Market Linked Investment by requesting you in the prescribed form or any other form acceptable to you to transfer the Principal from my Settlement Account to a Market Linked Investment Account for the purpose of investment in a derivative or option linked to the Reference Asset stated in the Product Highlights Sheet and the Product Term Sheet.

(b) Provided there are sufficient funds in the Settlement Account, there is no limit to the number of Market Linked Investment(s) I may subscribe to.

(c) It will be my sole responsibility to ensure there are sufficient funds in my Settlement Account for transfer to a Market Linked Investment Account for the purpose of subscribing to a Market Linked Investment.

(d) You have the right to decline any application for subscription to a Market Linked Investment without giving any reason.

(e) If you decline an application, you will within three (3) Business Days of your receipt of the application send a Fallen Through Advice to me to inform me of the same.

(f) If you accept an application, the provisions of paragraph 132(a) below will apply.

Confirmation Advice

132. (a) If you accept an application, you will within three (3) Business Days of the Subscription Date send a Confirmation Advice to me confirming the subscription and the relevant details of the Market Linked Investment.

(b) Regardless whether I have received the Confirmation Advice, I will not be entitled to withdraw my subscription once the Confirmation Advice has been posted by you.

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

PLEASE REFER TO THE RESPECTIVE PRODUCT HIGHLIGHTS SHEET OF YOUR STRUCTURED PRODUCT INVESTMENT TO DETERMINE WHETHER IT IS OR IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
In the event of any conflict or inconsistency between the provisions of any Confirmation Advice and the Agreement, the Product Highlights Sheet, the Product Term Sheet, the Subscription Form and/or any other documents, the provisions of such Confirmation Advice will prevail for the transaction contemplated in the Confirmation Advice.

**Returns**

133. (a) Returns, if any, are calculated by reference to the Reference Asset at such time and in such manner as are set out in the Product Highlights Sheet, the Product Term Sheet and the Confirmation Advice in respect of that Market Linked Investment.

(b) Returns, if any, are payable at the frequency set out in the Product Highlights Sheet or the Product Term Sheet and the Confirmation Advice and will be credited to my Settlement Account within three (3) Business Days of the declaration of the Returns, if any.

(c) An Interim Returns Advice will be sent to me within ten (10) Business Days of the declaration of the Returns, if any.

(d) By subscribing to a Market Linked Investment, I expressly acknowledge that Returns are a function of the Reference Asset to which the Market Linked Investment is linked and that the Reference Asset can and does fluctuate by significant percentages.

(e) The performance of any Reference Asset used in the calculation of Returns is available for inspection only upon my express request. Returns, if any, cannot be added to the Principal.

**Pre-termination and Partial Withdrawals**

134. (a) Pre-termination and Partial Withdrawals are not allowed in the first six months immediately following the Commencement Date.

**WARNING**

*THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.*

*PLEASE REFER TO THE RESPECTIVE PRODUCT HIGHLIGHTS SHEET OF YOUR STRUCTURED PRODUCT INVESTMENT TO DETERMINE WHETHER IT IS OR IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.*

*INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.*
(b) Thereafter, Pre-termination and Partial Withdrawals will be subject to such charge that you may impose and may be effected only through a Relationship Manager or Personal Banker designated to me.

(c) The charges you impose will be determined in accordance with the rules of any relevant authorities.

(d) Regardless of when I apply for Pre-termination or Partial Withdrawals, they will be effected only on a Pre-termination Date or Withdrawal Date.

(e) Unless otherwise stipulated in the Product Term Sheet, partial Withdrawals may only be applied for in whole multiples of RM50,000.00, or its equivalent in foreign currencies or such other amount as you may from time to time stipulate and if a Partial Withdrawal results in the Principal being less than RM250,000.00 or such other amount as you may determine, or its equivalent in foreign currencies you will be entitled to treat the entire Market Linked Investment as having been pre-terminated.

(f) Any sums payable by you on Pre-termination or Partial Withdrawals will be credited to the Settlement Account within three (3) Business Days of the Pre-termination Date or Withdrawal Date.

(g) A Pre-termination Advice or Withdrawal Advice will be sent to me within three (3) Business Days of the Pre-termination Date or Withdrawal Date.

(h) By applying for Pre-termination or Partial Withdrawal, I expressly acknowledge that the Principal and/or Returns may be lost or reduced in the relevant currency denomination and that the calculation of any loss or reduction of the Principal and/or Returns will not necessarily conform to or correlate with any theoretical pricing formula or chart, any previous redemption pattern of any previous or other Market Linked Investments, the prices of the Reference Asset or any other derivative or option at any particular time.

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

PLEASE REFER TO THE RESPECTIVE PRODUCT HIGHLIGHTS SHEET OF YOUR STRUCTURED PRODUCT INVESTMENT TO DETERMINE WHETHER IT IS OR IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Adjustments

135. (a) If there are Force Majeure Events, you may at your discretion make such adjustment to the strike price, maturity date or any other term or terms applicable to the Market Linked Investment as you may consider appropriate to account for such circumstance provided that such changes do not unfairly discriminate the Customer. “Force Majeure Event” for the purpose of this paragraph means any event due to any cause beyond your reasonable control, such as restrictions (whether local or international) on convertibility or transferability, requisitions, involuntary transfers, unavailability of communications system, technical failure of any equipment, power failures, blackouts, sabotage, fire, flood, typhoon, storms, tsunami, explosion, acts of God, civil commotion, strikes, lock-outs or industrial action of any kind, riots, insurrection, war or acts of government or, market disruption events that you feel has a significant impact on the Reference Asset.

(b) In doing so, you will act in good faith and in a commercially reasonable manner; you may but will not be obliged to take into account the then prevailing market practice.

(c) Any adjustment made by you pursuant to the above will be conclusive and binding on me.

(d) An Adjustment Advice will be sent to me within three (3) Business Days of any adjustment made by you.

Termination of Contract

136. (a) Without affecting any other rights you may have under anything whatsoever, you will be entitled, by notice in writing to me, to terminate a Contract in any of the following events:

(i) if any petition, application, step or other proceeding for bankruptcy, insolvency, reorganisation, arrangement, composition of debt, dissolution, liquidation or
other similar relief relating to me or you is commenced under any applicable law;

(ii) if a receiver, trustee, custodian or similar official is appointed or an encumbrancer takes possession of me or you or the whole or any substantial part of my or your property;

(iii) if I am in breach of any obligation under anything governing the Contract; or

(iv) if any event beyond your control has occurred which makes it impracticable, illegal or impossible for you to perform your obligations under the MLI Terms or to carry on with the Market Linked Investment (including such market disruption events as you in your discretion feel has a significant impact on the Reference Asset).

(b) Upon the termination of a Contract, you will in good faith calculate the amounts of all repayment and payment obligations owed by you and me to each other under the terminated Contract as at the date of termination. The amounts will be netted into a single amount to be paid by the party from whom they are due to the other.

**Maturity**

137. (a) Returns, if any, will cease to accrue on the Maturity Date.

(b) A Market Linked Investment will not be capable of being renewed upon maturity.

(c) The principal (if any), together with any final Returns, will be credited to the Settlement Account within three (3) Business Days of the Maturity Date.

(d) A Maturity Advice will be sent to me within ten (10) Business Days of the Maturity Date.
Lien and Right of Set-off

138. (a) In addition to any general lien or similar right to which you may be entitled in law, you may at any time, with prior notice combine or consolidate any or all of my accounts (wherever situated and maintained with you for any purpose) with my liabilities to you and set off or transfer any sum or sums outstanding to the credit of any of my accounts in or towards satisfaction of my liabilities to you, whether such liabilities be primary, collateral, several, joint or in other currencies, and the provisions of the “Set-Off and Account Combination” paragraph in the General section of these Terms and Conditions will apply.

(b) Further, in so far as my liabilities to you are contingent or future, your liability to me to make payment of any sum outstanding to the credit of any of my accounts will to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event.

Joint Account

139. (a) If any Market Linked Investment Account is opened or held in the names of more than one person, all agreements, rights and liabilities on the part of the Joint Account Holders will be joint and several and will apply to and bind all such persons; all moneys in such Market Linked Investment Account will be held by such persons as joint tenants.

(b) Your obligation to notify the Joint Account Holders will be discharged if you notify the primary account holder of the Joint Account.

(c) In the case of death of any one or more of the persons making up the Joint Account Holders, the survivor or survivors or the other of them, as the case maybe, will be entitled to exercise all rights in respect of the Market Linked Investment Account.

WARNING

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

PLEASE REFER TO THE RESPECTIVE PRODUCT HIGHLIGHTS SHEET OF YOUR STRUCTURED PRODUCT INVESTMENT TO DETERMINE WHETHER IT IS OR IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Transfers and Assignments

140. (a) A Market Linked Investment will not be negotiable, assigned, transferred, charged or pledged by me except in your favour as security for the performance of any of my obligations or liabilities to you.

(b) Notwithstanding anything to the contrary herein, you may at your discretion assign or transfer any or all of your rights or obligations under the MLI Terms to any successor in or outside Malaysia as you may appoint.

Closure of Settlement Account

141. (a) If timely instructions are not given by me to you and if any moneys become payable to me pursuant to the Contract, you will have no obligation to place the moneys on any overnight or other interest-bearing deposit if the Settlement Account has been closed.

(b) You are not obliged to seek instructions from me and notwithstanding any attempts by you to do so, such attempts will not give rise to any such obligations. In such an event, I will fully indemnify you against any losses, damages, costs, claims, expenses and liabilities (including any loss of bargain, cost of funding and any costs or loss incurred as a result of terminating, liquidating, obtaining or re-establishing any hedge or related trading position), whether or not reasonably foreseeable, sustained or incurred by you and me respectively.

My Representation

142. (a) In subscribing to the Market Linked Investment, I declare, represent, warrant and confirm that:

(i) I am not a United States Person;

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

PLEASE REFER TO THE RESPECTIVE PRODUCT HIGHLIGHTS SHEET OF YOUR STRUCTURED PRODUCT INVESTMENT TO DETERMINE WHETHER IT IS OR IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
(ii) You are entering into the transactions contemplated by the MLI Terms in reliance upon my representation and warranty that I am a person falling under Schedule 6 and Schedule 7 of the Capital Markets and Services Act 2007 of Malaysia; and

(iii) the source of funds used for any Market Linked Investment Account is lawful under the laws and regulations (including foreign exchange laws and regulations) of the jurisdiction, binding upon or applicable to me and I will take all necessary actions to ensure that such laws and regulations will not be contravened and will be complied with at all times.

(b) Without prejudice to anything herein, I will indemnify you in respect of any loss, expense, cost, damage, penalty or fine which you may suffer or incur directly or indirectly in the event my above representation and warranty is not true in any way.

(c) In subscribing to the Market Linked Investment, I confirm that you have requested confirmation from me that full disclosure of the risks involved in investing in the Market Linked Investment has been made by you and I further confirm that I have been given and have read the Risk Disclosure Statement issued by you before I applied to subscribe to the Market Linked Investment.

(d) In subscribing to the Market Linked Investment, I confirm that you have not acted as advisor or agent to me and that I have sought my own independent advice on all matters related to the Market Linked Investment.

(e) I will be deemed to represent and warrant to you on each date that I subscribe to the Market Linked Investment that each of the representations and warranties referred to in the MLI Terms and these Terms and Conditions is true and accurate in all respects as if made on each such date and will be correct and complied with in all respects so long as I have any Market Linked Investment with you as if repeated then by reference to the then existing circumstances.

(f) It is my duty to immediately notify you in writing in the event of my change in status under Schedule 6 and Schedule 7 of the Capital Markets and Services Act 2007 of Malaysia and/or the provisions of the laws relating to exchange controls (as may be

---

WARNING
THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

PLEASE REFER TO THE RESPECTIVE PRODUCT HIGHLIGHTS SHEET OF YOUR STRUCTURED PRODUCT INVESTMENT TO DETERMINE WHETHER IT IS OR IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
amended from time to time) including the conditions and regulations made under the above legislation.

143. (deleted)

**My Indemnity to You**

144. To the fullest extent permitted by law, I will promptly, on demand, fully indemnify you against any losses, damages, costs, claims, expenses and liabilities (including any loss of bargain, cost of funding and any costs or loss incurred as a result of terminating, liquidating, obtaining or re-establishing any hedge or related trading position), whether or not reasonably foreseeable, sustained or incurred by you as a result of or in connection with:

- (a) any transaction contemplated under the MLI Terms but not entered into for any reason;
- (b) any early termination in whole or in part of any of such transactions or otherwise relating to the establishment or maintenance or termination of any transaction under the MLI Terms;
- (c) any default by me in the performance of any of my obligations under the MLI Terms; or
- (d) my disaffirming, disclaiming, repudiating or rejecting, in whole or in part, or challenging the validity of such transactions, or otherwise in connection with your enforcement of any of your rights under the MLI Terms, these Terms and Conditions or otherwise.

In determining the amount of your claim under the MLI Terms, you may convert any amount to United States Dollars or such other currency or currencies as you deem fit at a rate determined by you. My indemnification obligation under the MLI Terms is an unconditional and independent obligation and will not be affected, prejudiced or limited by the validity or enforceability of the arrangements between me and you.
**Investment Decision**

145. (a) I understand that I may suffer partial or complete loss of the original amount invested when I make an investment under the Market Linked Investment Account. All my investments in Market Linked Investment are made solely upon my judgment and at my discretion and own risk. Nothing in any of your materials supplied or showed to me will be construed by me as your investment advice as regards the relative attractiveness of one investment option over another.

(b) I request you to contact me on any investment opportunities that you believe may be of interest to me. I fully understand that:

(i) you are not obliged to provide me with any financial, market or investment information or suggestion;
(ii) if you so act, you do not provide the same as a required service, nor act as an advisor; and
(iii) you assume no responsibility for the accuracy and completeness of or the performance or outcome of any investment made by me after receipt of the same.

[The rest of this page is intentionally left blank]

**WARNING**

THE RETURNS ON YOUR STRUCTURED PRODUCT INVESTMENT WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSET/REFERENCE, AND THE RECOVERY OF YOUR PRINCIPAL INVESTMENT MAY BE JEOPARDISED IF YOU MAKE AN EARLY REDEMPTION.

PLEASE REFER TO THE RESPECTIVE PRODUCT HIGHLIGHTS SHEET OF YOUR STRUCTURED PRODUCT INVESTMENT TO DETERMINE WHETHER IT IS OR IS NOT PROTECTED BY PERBADANAN INSURANS DEPOSIT MALAYSIA.

INVESTMENTS: NOT PROTECTED BY ANY GOVERNMENT AGENCY. NOT A BANK DEPOSIT. NO BANK GUARANTEE. SUBJECT TO INVESTMENT RISKS. MAY LOSE VALUE.
Private Retirement Schemes

146. The following terms and conditions govern the Investment Account for Private Retirement Schemes ("Account"), which you have agreed to open for me at my request. By requesting the opening of the Account, I agree to be bound by these Terms and Conditions including the terms and conditions below applicable to Private Retirement Schemes Account ("PRS Terms").

Definitions

147. In the PRS Terms, terms defined in Part A, (Definitions) have the same meaning unless given a different meaning in the PRS Terms and unless the context otherwise requires, the following words and expressions have the following meanings:

"Clearance System" means any clearing agency, settlement system or depositary used in connection with Transactions and any nominee of the foregoing.

"FIMM" means the Federation of Investment Managers Malaysia.

"Fund" or "Funds" include mutual funds, unit trusts, private retirement schemes or other collective investment schemes distributed by Citibank.

"I" means the individual who has an Account with Citibank and who has signed the Account opening application form and includes my/its successors and assigns.

"individual" means a natural person.

"Manager" means the management company of a Fund and includes its successors and assigns.

"Private Pension Administrator" means the private retirement scheme administrator as defined under CMSA.

"Taxes" means all taxes, levies, imposts, charges, assessments, deductions, goods and services tax, value added taxes, tax on the sale or disposition of any property, duties, withholdings and related liabilities, including additions to tax, penalties and interest imposed on or in respect of the Units, the Transactions, any products and/or services I have taken from you; provided that "taxes" does not include income or franchise taxes imposed on or measured by the net income of Citibank or its agents.

"Transactions" means, the execution of the instructions.

"Units" means units of a Fund.
General

148. I may from time to time request or authorise you to invest or contribute my moneys, in my name or otherwise on my behalf but all at and for my sole risk and account, in such type of PRS, the scope of which may from time to time be determined by you at your discretion.

149. Prior to making available to me from time to time any PRS, I agree to provide you with such information as you may request pertaining to my investment profile by completing an Investment Risk Profile (“IRP”) worksheet, for your sole use; I agree that your use of the IRP, as the case may be, in no way creates any liability on you. Upon opening the Account, I agree to provide, at your request from time to time, such new information pertaining to my investment profile as you may require by completing an IRP.

150. Upon opening the Account, I agree to open a savings account or such other accounts, as I will decide with you (“the Deposit Account”) for the purposes of paying for and receiving moneys on investments. I further agree not to close the Deposit Account for as long as the Account remains open. The Deposit Account will be subject to these Terms and Conditions, which bind all customers who maintain such accounts with you.

151. I agree to comply with such terms and conditions as may be imposed by you in your discretion at any time and from time to time, including those requiring the holding of a minimum investment amount or a minimum number of Units in any Fund for the purposes of opening or maintaining the Account.

Transactions

152. Notwithstanding the PRS Terms, I acknowledge that Transactions are subject to the provisions of the respective deeds, constitutional documents and disclosure documents of the Funds, as may from time to time be amended or supplemented, and all applicable laws, guidelines, regulations and customs.

153. In respect of Units subscribed, redeemed, transferred or switched for me, I agree as follows:

(a) the price of any Units, if provided by you at or prior to my placing an order, is for indicative or reference purposes only and will not bind you; the actual price will be the price determined in accordance with the deed, constitutional document and disclosure documents governing those Units;

(b) any order or Instruction given to you for the execution of a Transaction:

(i) is subject to the Capital Markets And Services Act 2007 and all relevant applicable guidelines issued by the Securities Commission, guidelines, investment standards or rulings issued by the FIMM, and other relevant legislation, and regulations as the same may be amended from time to time;

(ii) will not be revocable unless you expressly consent in writing;

(iii) will be subject to your discretion to refuse to execute it; and

(iv) will only be considered by you if made in accordance with the PRS Terms, these Terms and Conditions and your prescribed procedures as determined by you for the particular Fund.
(c) The Account will contain book entries relating to the Transactions and, in the absence of obvious error, will be conclusive evidence of such Transactions.

Instructions

154. (a) Instructions pertaining to any Transaction will be given:
   (i) only by me, or by a person or persons duly authorised by me from time to time to give such instructions;
   (ii) in English or Bahasa Malaysia; and
   (iii) in writing, by hand or by electronic or digital transmission or other means of telecommunication or electronic or digital communication using the prescribed relevant instruction forms or by any other mode that may be available to me from time to time subject always to the relevant applicable terms and conditions.

(b) Such instructions may be given orally through CitiPhone Banking, subject to availability of services through CitiPhone Banking, provided I have a Telephone Personal Identification Number (“T-PIN”) and the use of the T-PIN is subject to the Terms and Conditions applicable to T-PIN; however notwithstanding anything above, you reserve the right to decline or reject to act on any Instruction given through telephone and I agree that:
   (i) you are entitled to rely conclusively upon the authority of any Authorised Person to give instructions until you receive notice acceptable to you of any change of an Authorised Person from me and have had a reasonable time to act (after which time you may rely on the change).
   (ii) you are not responsible for any loss, damage or liability suffered by me and will be indemnified by me in full on demand against any loss, liability, claim or expense (including legal fees) that you may incur as a result of your acting on any Instruction which you believe in good faith to be given by an Authorised Person.
   (iii) you are obligated to act upon instructions only during banking hours (including applicable cut-off times) and on Business Days. Any instructions received after the applicable cut-off time on a Business Day will be acted upon on the following Business Day.

155. You are entitled to rely on any communication, instrument or document believed by you to be genuine and correct and to have been duly signed or sent by me or the Authorised Person(s).

156. If any of my or the Authorised Person’s(s’) instructions is unclear or ambiguous, you may, in your discretion and without liability on your part, act upon what you believe in good faith such instructions to be or refuse to execute such instructions until any ambiguity or conflict has been resolved to your satisfaction.

157. Instructions given by me or the Authorised Person(s) will be governed by and carried out subject to all prevailing laws, regulations, directives, operating procedures, market
practices, customs and other practices of any relevant stock exchange, Clearance System or market applicable at the place of performance of the instructions or where or through which they are to be executed or carried out or to which you would otherwise be subject. You may refrain from doing anything which would or might in your reasonable opinion be contrary to any law of any jurisdiction or any regulation, directive or other requirement of any government, any agency of any state or other authority in accordance with which you are required to act or are subject to or which would otherwise render you liable to any person. You may do anything which in your reasonable opinion is necessary to comply with any such law, regulation, directive or requirement.

158. I agree that in carrying out my or the Authorised Person's(s') instructions to effect any Transaction, you or any of your branches, sales representatives or sales representatives affiliated to you, may act as agent for me in the Transaction.

159. Instructions will be deemed irrevocable once submitted to you unless the cancellation/amendment of the Instruction is received before the prescribed cut-off time and you have had reasonable time to note and implement such change. You will not be held responsible for any failure or delay to communicate any instructions to the Manager of the relevant Fund. You may aggregate any subscription or redemption order with those of your other customers. Such aggregation may on some occasions operate to my disadvantage and, on other occasions, to my advantage. The allotment or distribution of any Units, moneys or other assets pursuant to such aggregation to or amongst me and such other customers will be at your discretion. I accept that such allotment or distribution or actions by you may result in inequities, advantage or losses to me and I accept the risk thereof for my account.

160. For the avoidance of doubt, my or the Authorised Person's(s') instructions in respect of Units will not be deemed to result in a purchase or redemption of the Units until such time that the Manager of the Fund and the Private Pension Administrator (if applicable) approves and accepts the order for subscription and/or redemption of the Units and such acceptance is communicated by you to me. I further acknowledge that the Fund may accept a request for subscription only in part. I will not hold you nor your officers, delegates or agents responsible for the failure or refusal of any Manager of any Fund and/or the Private Pension Administrator to accept a Transaction (whether in whole or in part) or to act in accordance with my or the Authorised Person’s(s’) instructions or for any act, neglect or default of such Manager.

161. A computer generated confirmation of each Transaction requested by me and effected by you (a “Transaction Advice”) will be sent to me. If the Transaction Advice is not received by the tenth (10th) day after the relevant Transaction, I agree to advise you in writing immediately and you will send the Transaction Advice within fourteen (14) days of your receipt of such notice.

**Statements**

162. You will issue and send to me monthly or periodic statements of account at such intervals as you may deem fit which statements of account will show the Transactions effected by me in any given period. I will inform you promptly of any irregularities or
discrepancies in the contents of statements of account sent to me and in any case within twenty-one (21) days of the date of such statements, failing which I will be deemed to have accepted and approved conclusively the contents of such statements.

**Investment Information**

163. By opening the Account, I expressly request you to contact me and to send me information on any investment opportunities that you consider may be of interest to me. I fully understand that:

(a) you act only in the capacity of a distributor of the Funds in relation to the Units invested by me under the PRS Terms and these Terms and Conditions and that you are not an agent, representative or partner of any Funds or Manager;

(b) you are not obliged to provide me with any financial, market or investment information or suggestion;

(c) if you so act, you do not provide the same as a required service and you do so at my express request;

(d) any information (including promotion documentation, sales literature or advertising materials) relating to a Fund are produced by the respective Funds and you assume no responsibility for the accuracy and completeness of such information or the performance or outcome of any investment made by me after receipt of the same;

(e) the provision of any such information or suggestion should not be taken to constitute a recommendation and/or endorsement of any Funds, any form of advice or a determination of suitability of the Funds for any customer;

(f) past performance of any Fund is no indicator of future performance and that neither you nor any of your employees provide any assurance of or guarantee (orally or in writing) the performance of any Fund; and

(g) you are not acting under the PRS Terms or these Terms and Conditions as an investment manager; you do not provide advice with respect to any legal or tax ramifications of any Fund and I will obtain appropriate advice from an independent investment, tax or legal adviser.

**My Rights and Benefits as Investor**

164. As an investor of the Units, and except as expressly set out in the PRS Terms, I will be entitled to and accorded all such rights and benefits as may be given to a holder of such Units as are set out in the relevant deed governing such Units.

**Investment Decision/Indemnity**

165. All investments are made solely by me in my judgment and at my own risk. Nothing in your brochures or investment reports will be construed as your investment advice as regards the relative attractiveness of one investment option over another. If I choose the default option indicated in the disclosure documents, I agree and acknowledge that my
166. To the fullest extent permitted by law, I agree to indemnify you, your representatives, employees, nominees and agents from and against any and all acts, omissions, claims, proceedings, demands, damages, costs and expenses (including taxes or other levies, interest, legal fees and other expenses) in connection with the matters arising from and in relation to Transactions or Funds in respect of the Account, the PRS Terms and these Terms and Conditions (including the enforcement or protection of your rights in connection therewith), other than those arising out of your own willful default.

167. I agree to indemnify you against any loss or expense which you may certify as sustained or incurred by you as a result of any default by me of the PRS Terms or these Terms and Conditions or in any way in connection with my maintaining the Account with you including any loss or expense incurred by you in liquidating any Units or on account of any legal fees (on a full indemnity basis) incurred by you to enforce or protect your rights under or in connection with the PRS Terms and/or these Terms and Conditions. In addition to any general lien or similar right to which you may be entitled in law, you have the right to set-off from the Account or Deposit Account at any time all or any of the aforesaid loss or expense and the provisions of the “Set-Off and Account Combination” paragraph under the General section of these Terms and Conditions will be applicable.

**Payments and Receipts**

168. I will be liable for the price of every Unit held on my behalf, brokerage commissions, custody charges, fees, taxes or stamp duty and other charges incurred in connection with the subscription, redemption, transfer or switching of any Units in any Fund.

169. Every payment by me will be made without set-off or counterclaim and free and clear of and without deduction for any present or future levies, impost, duties, charges, fees, deductions, withholdings or taxes and will be made by the debiting of such payment from the Deposit Account; therefore, I must and will ensure that there are sufficient moneys readily available in the Deposit Account. In the event you specifically permit payment to be made by check, I will issue the check made payable to Citibank Berhad for [My Name] and marked “A/C Payee Only”. In no circumstances will cash checks be issued.

170. I agree that you may receive, solicit or accept fees, commissions, charges or otherwise from any third party on account of the Units and you will have no obligation to disclose or account for the same to me; you will have the right to retain the same for your own benefit.

171. I acknowledge and understand that in relation to Transactions, the delivery of the Units and payments therefor may not be or are not customarily made at the same time. Accordingly, I agree that, notwithstanding my or the Authorised Person’s(s’) Instruction to deliver Units against payment or to pay for Units against delivery, you may make or accept payment for or delivery of Units at such time and in such form and manner as is in accordance with relevant local law or practice or with the customs prevailing in the relevant
market or applicable operation procedures. I will bear all risks in connection to it and you will not be liable to me for any loss resulting from the foregoing. In this regard:

(a) you are not obligated to reflect the amount of subscription of the Units subscribed in my Account statement before your receipt of confirmation of the subscription of the Units from the Manager and Private Pension Administrator (if applicable). If you reflect such subscription of the Units in the Account statement, before such receipt, you may make the necessary amendments to the Account statement;

(b) you are not obligated to make a credit to the Deposit Account before your receipt of a corresponding and final payment in cleared funds. If you make a credit before such receipt, you may reverse all or part of the credit (including any increase thereon), make an appropriate entry to the Deposit Account and if you reasonably so decide, require repayment of any amount corresponding to any debit;

(c) you may make any debit to the Deposit Account as provided in these Terms and Conditions even if it results in (or increases) a debit balance. You are not obligated to make any debit to the Deposit Account which might result in or increase a debit balance. If the total debits to the Deposit Account at any time would otherwise result in a debit balance or exceed the immediately available funds credited to the Deposit Account, you may decide which debits you will make (in whole or in part and the order you select); and

(d) you may make any currency conversion at your spot rate of exchange for the relevant currencies at the time of conversion.

Subscriptions/Redemptions

172. My or the Authorised Person’s(s’) instructions to subscribe for or redeem any Units will be made by way of a Transaction Form (your format), duly signed by me or an Authorized Person(s), as the case may be.

(a) I undertake to ensure that there are sufficient moneys to pay for the subscription of Units requested by me and acknowledge that you will be unable to effect any Instruction to subscribe for Units unless and until there are sufficient moneys to pay for such subscription. Settlement for a subscription of Units in any Fund will be made, for value on the relevant trade date indicated in the Transaction Form, in the currency of the underlying Fund in which Units are being bought. You are authorized without further instructions to debit the Deposit Account, with an amount equal to the moneys required for the subscription and any other costs and expenses. Ownership to the Units will only pass to me upon full payment required for the subscription of the Units. Units will be allotted to the Account on your receipt of the Manager’s and Private Pension Administrator’s (if applicable) confirmation of the subscription.
**Right of Set-Off and Consolidation**

173. In addition to any general lien or similar right to which you may be entitled in law and to the fullest extent permitted by law, you may at any time at your discretion with prior notice, combine, consolidate or merge the balances on all or any of my accounts with you (including proceeds arising from realisation of the Units pursuant to the PRS Terms and these Terms and Conditions) and set-off or apply any sum or sums standing to the credit of any one or more of such accounts or the proceeds from realisation of the Units in or towards satisfaction of any of my liabilities to you, and the provisions of the “Set-Off and Account Combination” paragraph under the General section of these Terms and Conditions will be applicable. Further, insofar as any of the liabilities to you are contingent or future, your liability to me to make payment of any sum or sums standing to the credit of any such accounts will, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.

**Termination**

174. Upon the occurrence of any of the following events, you may without demand terminate the Account and/or where applicable, realise all or any of the Units in the Account to repay my indebtedness to you including all interests and costs and expenses in connection with the recovery of such indebtedness:

(a) my failure to comply with any of the PRS Terms or these Terms and Conditions;

(b) any winding-up petition, bankruptcy petition or analogous proceedings being filed against me;

(c) any application by any person for the appointment of a receiver to take control of or for a writ of attachment against any of my property;

(d) it becoming illegal or impossible for either you or me to perform any of the obligations stated in these Terms and Conditions.

175. Either you or I may terminate the Account without cause by giving three (3) Business Days' advance written notice. The termination of the Account will not affect any of your rights which may have accrued prior to the termination of the Account. My agreements and obligations will survive the termination of the Account.

176. Upon the termination of the Account and subject to full satisfaction and payment of all obligations which I may be owing to you, you will either:

(a) transfer (if applicable) all Units to me or to my nominee, at my sole cost and expense, in such manner as I may reasonably request; or

(b) redeem (if applicable) all Units standing to the credit of the Account and pay to me the proceeds of such redemption after deduction of all sums due and owing to you by me.
**Power to Delegate**

177. I authorise you to perform all acts at any time, which are in your opinion necessary, expedient or desirable to permit you to act on my or the Authorised Person's(s') instructions and to exercise the rights under the PRS Terms and these Terms and Conditions. You are authorized to use any agents, including Citibank N.A., its branches, related corporations or affiliates, as delegate to perform any of the functions under the PRS Terms and/or these Terms and Conditions. Clearance Systems are not your agents. You will use reasonable care in selecting agents, will be responsible only for negligence in the selection of agents, and will otherwise have no responsibility or liability for the performance by the agents of any functions performed by them unless an agent is your nominee or your branch or related corporation. Any losses that you are liable for will be limited to Direct Damages only.

178. You may, in relation to and in the conduct of the Transactions contemplated by the PRS Terms and/or these Terms and Conditions instead of acting personally, employ and pay an agent, to transact or conduct, or concur in transacting or conducting, any such business and to do or concur in doing all acts required to be done by you under the PRS Terms and/or these Terms and Conditions (including the receipt and payment of money), and any such agent will be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him in connection with the Transactions and also his reasonable charges in addition to disbursements for all other work and business done and all time spent by him on matters arising in connection with the PRS Terms and/or these Terms and Conditions. Provided that such person is appointed by you with reasonable care, you will not be in any way responsible for any loss incurred by reason of any misconduct or default, negligent or otherwise on the part of any such person so appointed pursuant to the PRS Terms and/or these Terms and Conditions or to be bound to supervise the proceedings or acts of any such person.

**Other Capacities**

179. I acknowledge and agree that you will not be precluded from entering into any contract or any financial or other transaction with your related corporations or affiliates or other entities within your group of companies or with any other appointed third parties in any capacity whatsoever and your will not be precluded from being interested in any such contracts or transactions.

**Taxes Information**

180. I will provide you with information as to my tax status and/or the underlying beneficial owner’s tax status or residence as reasonably requested by you from time to time. I may be required from time to time to file such proof of taxpayer status or residence, to execute such certificates and to make such representations and warranties, or to provide any other information or documents in respect of the Units, as you deem necessary or
proper to fulfil your obligations under applicable law. I will provide you, in a timely manner, with copies, or originals if necessary and appropriate, of any such proofs of residence, taxpayer status or identity, beneficial ownership of any Units, and any other information or documents which you may reasonably request.

Payments

181. If any Taxes become payable with respect to any payment to be made to me, you may withhold the Taxes from such payment. You may withhold any interest, any dividends or other distributions or securities received in respect of securities or proceeds from the sale or distribution of any Units (“Payments”), or may sell for my account any part or all of the Units, and may apply such Payments and/or other cash from the Deposit Account in satisfaction of such taxes. I will remain liable for any deficiency. If any Taxes become payable with respect to any payment made to me by you or your agents in a prior year, you and your agents may withhold Payments and/or other cash from the Deposit Account in satisfaction of such prior year’s Taxes.

Tax Relief

182. In the event I request that you provide tax relief services and you agree to provide such services, you will apply for appropriate tax relief (either by way of reduced tax rates at the time of an income payment or retrospective tax reclaims in certain markets as agreed from time to time); provided that I provide to you such documentation and information as is necessary to secure such tax relief. In no event will you be responsible for the difference between the statutory rate of withholding and the treaty rate of withholding if you are unable to secure tax relief.

Miscellaneous

183. A certificate signed by your authorised representative showing any amount due to you from me will be conclusive evidence of the amount due without any further proof, except where there is obvious error.

184. Any failure or delay on your part in exercising your rights under the PRS Terms or these Terms and Conditions will not operate as a waiver; and any single or partial exercise of any right will not preclude any other or further exercise of the right or any other right. Your rights and remedies provided here are cumulative and not exclusive of any other rights or remedies provided by law.

185. I agree at any time and from time to time, at my expense, to promptly execute, seal or deliver all further instruments and documents including documents and information required by you in relation to the PRS Terms, these Terms and Conditions and any Transaction, to enable you (a) to verify the authority of the Authorised Person(s); (b) comply with applicable law, and regulations and (c) to verify that I am not a US Person or that I am a person qualified to invest in a particular Fund, and generally take all further
actions that may be necessary or that you may request to accomplish the purposes set out in the PRS Terms and/or these Terms and Conditions.

186. If any provision of the PRS Terms is or becomes illegal, invalid or unenforceable under any applicable law, the remaining provisions will remain in full force and effect (as will that provision under any other law).

187. You will perform in good faith and with reasonable care, as determined in accordance with the standards and practices of the banking industry, and may use any communications, clearing or payment system, intermediary bank or other entity (each a “System”) you reasonably select. I understand and agree that your performance under these Terms and Conditions is subject to the rules and regulations at any time of any System and to relevant local laws, regulations, decrees, orders, government acts, customs, procedures and practices to which you are subject including the opening of, the holding of all or any part of the Units in, and the delivery of any Units to or from the Account or the Deposit Account and the performance of any other activities contemplated hereunder by you (including acting on any instructions). You have the sole obligation to pay cash credited to the Deposit Account in the currency in which that amount is denominated, and the obligation is payable solely at such Citibank branch in Malaysia at which the Deposit Account is maintained.

188. To the fullest extent permitted by law, you will not be responsible for any loss or damage suffered by me as a result of any act or failure to act by you; in which event your liability in connection with the loss or damage will not exceed (i) the lesser of replacement of any Units or the market value of the Units to which such loss or damage relates at the time I reasonably should have been aware of such breach plus (ii) compensatory interest up to that time at the rate applicable to the base currency of the Deposit Account. Under no circumstances will you be liable to me for indirect, incidental or consequential loss or damages (including loss of profit), even if advised of the possibility of such damages.

189. You will not be responsible for any failure to perform any of your obligations if such performance would result in your being in breach of any law, regulation or other requirement of any governmental or other authority in accordance with which you are required to act (including any rules or practice of any stock exchange, clearance or payment system, self-regulatory organization or market) or if your performance is prevented, hindered or delayed by a Force Majeure Event, in such case your obligations will be suspended so long as the Force Majeure Event continues. “Force Majeure Event” for the purpose of this paragraph means any event due to any cause beyond your reasonable control, such as restrictions (whether local or international) on convertibility or transferability, requisitions, involuntary transfers, unavailability of communications system, technical failure of any equipment, power failures, black-outs, sabotage, fire, flood, typhoon, storms, tsunami, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government or, market disruption events that you feel has a significant impact on the Units and/or the Funds.

190. You are responsible for the performance of only those duties as are expressly set forth herein, including the performance of any Instruction given as provided in the PRS Terms and that is consistent with the same. You will have no implied duties or obligations. You are not responsible for the acts, omissions, defaults or insolvency of any third party including any broker, counterparty or issuer of any Units in any Fund.
Exclusion from Liability

191. All monies deposited with you will be payable solely by your branch at which the Account was opened.

192. The obligations with respect to the Account will be performed solely by Citibank Berhad at which the Account was opened and are subject to the laws of Malaysia (including any government acts, orders, decrees, and regulations, including fiscal and exchange control regulations). You will not be liable to me if the value of the Units credited to the Account diminishes due to taxes, imposts or depreciation, or due to restrictions on realisation or transferability, requisitions, involuntary transfers, acts of war or civil strike or other similar causes beyond your control (whether arising in Malaysia or in any place in which you have deposited such Units), in which circumstances no other branch, related corporation or affiliate of Citibank will be responsible thereof in any manner.

Fees and Expenses

193. I agree to pay all stamp duty, fees, charges and obligations incurred from time to time for any services under the PRS Terms as specified from time to time by you upon prior written notice to me, together with any other amounts payable to you under the PRS Terms and/or these Terms and Conditions.

[The rest of this page is intentionally left blank]