

## Important Notices

### I. Notice of Amendments to Bank Account General Terms and Conditions (the "Terms and Conditions")

Malayan Banking Berhad (the "**Bank**") hereby gives you notice of the following changes to the Terms and Conditions with effect from (and including) 1 June 2024 ("**Effective Date**").

Unless otherwise defined herein, the capitalised terms used in this Notice shall have the same meaning as defined in the revised Terms and Conditions.

The main provisions which have been amended in the revised Terms and Conditions are set out in the table below. *Please read the information below as well as the revised Terms and Conditions carefully so that you understand the changes made and how they may affect you.*

	Relevant terms and conditions and clause number	Details of amended provisions
1.	Clause 11.4	<p>New clause added:</p> <p>Where the Customer is an individual, the exercise by the Bank of its rights under this Clause 11 is subject to the Bank giving prior notice to such individual Customer unless the Bank determines in its sole discretion that doing so would be prejudicial to its legal rights and remedies.</p>
2.	Clause 14.1	<p>Revised to:</p> <p>The Bank may suspend the Account and/or Services with or without cause, and with or without prejudice to the continuance of the other Account and/or Services, which shall continue to be governed by the Agreement. Where the Customer is an individual, the exercise by the Bank of its rights under this Clause 14.1 is subject to the Bank giving prior notice and reason to such individual Customer. If no notice and reason is given to the individual Customer prior to a suspension of the Account and / or Services, the Bank shall do so as soon as practicable after such suspension. Notwithstanding this, the Bank has the right to suspend the Account and/or Services without giving any notice or reason in exceptional circumstances as determined by the Bank in its sole discretion (including but not limited to the events set out in Clause 14.3(a) and (b) below).</p>
3.	Clause 14.2	<p>Revised to:</p> <p>The Bank may terminate the Account and/or Services with or without cause, and with or without prejudice to the continuance of the other Account and/or Services which shall continue to be governed by the Agreement, provided that not less than thirty (30) days prior notice has been given to the Customer. Where the Customer is an individual, the exercise by the Bank of its rights under this Clause 14.2 is subject to the Bank giving reason for such termination with the prior notice. Notwithstanding this, the Bank has the right to terminate the Account and/or Services without giving any notice or reason in exceptional circumstances as determined by the Bank in its sole discretion (including but not limited to the events set out in Clause 14.3(a) and (b) below).</p>

4.	Clause 14.3	<p>Revised to:</p> <p>Without prejudice to the generality of Clause 14.2, the Bank shall be entitled to close all or any of the Accounts immediately by giving notice to the Customer if:</p> <p>(a) there is any change of law which prohibits or renders illegal the maintenance or operations of such accounts or any part thereof;</p> <p>(b) the account is being or is suspected of being used for Financial Crime or an associated risk or any other unlawful or criminal activity;</p> <p>(c) the Customer or any Authorized Signatory shall commit any breach of, or omit to observe any obligation under, these Terms and Conditions; or</p> <p>(d) the Account shows a zero balance for a period of six (6) continuous months or for such shorter period as the Bank may prescribe.</p>
5.	Clause 20.1	<p>Revised to:</p> <p>The Bank may request the Customer to provide in the applications for Account and Service the name and particulars of persons who have agreed to act as referees for the Customer. The role of referees is confined to providing, on a voluntary basis and upon request by the Bank, information about the Customer in respect of the Account and Service specified in the application. Referees have no legal or moral obligations to repay to the Bank liabilities of the Customer unless they have entered into a formal agreement to guarantee the liabilities of that Customer.</p>
6.	Clause 23.1	<p>Revised to:</p> <p>These Terms and Conditions (including any fee schedule provided to the Customer) can be amended at any time in such manner and to such extent as the Bank may from time to time in its absolute discretion think fit. Notice of such amendment shall be deemed duly and effectively given to the Customer in accordance with Clause 18 above. Any amendments to such terms and conditions made by the Bank shall take effect and be binding on the Customer immediately upon notice to the Customer provided always that the amendments which affect fees and charges or the liabilities or obligations of the Customer shall be notified to the Customer in accordance with Clause 16.1 above and shall not take effect until at least thirty (30) days' prior written notice has been given to the Customer. For other variations, customers shall be given reasonable notice. Upon expiry of such notice if the Customer does not close the relevant Account, the Customer is deemed to have accepted the changes as set out in the notice.</p>

Copies of the Terms and Conditions can be obtained from the Bank or can be downloaded from the Bank's website at [www.maybank.com.hk](http://www.maybank.com.hk).

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Please note that the Terms and Conditions as revised by this notice shall be deemed to have been accepted by you and will be binding on you if you continue to give any instructions to the Bank on or after the Effective Date or if you have not notified the Bank in writing before the Effective Date that you decline to accept them. If you decline to accept them, you have the right to terminate the Services before the Effective Date.

## II. Notice of Amendments to Bank Standard Tariff (the "Tariff")

The Bank hereby gives you notice of the following changes to the Bank Standard Tariff with effect from (and including) 1 June 2024 ("Effective Date").

The main provisions which have been amended in the revised Tariff are set out in the table below. ***Please read the information below as well as the revised Terms and Conditions carefully so that you understand the changes made and how they may affect you.***

	Relevant items	Details of amended provisions
1.	Section A) Account Services	Added Swift Statement Message MT940 / MT950 <ul style="list-style-type: none"> <li>• Monthly Fee</li> </ul>
2.	Section D) Cash Management Host to Host	Added Cash Management Host to Host <ul style="list-style-type: none"> <li>• Setup Fee</li> <li>• System Maintenance Fee</li> </ul>
3.	Section E) Trade Services	Revised to: <ul style="list-style-type: none"> <li>• Export bills not under LC – HKD Bill Commission</li> <li>• Export bills under LC – HKD Bill Commission</li> <li>• Inward Bills under non-LC – HKD Bill Commission</li> </ul>

Copies of the Bank Standard Tariff can be obtained from the Bank or can be downloaded from the Bank's website at [www.maybank.com.hk](http://www.maybank.com.hk).

## III. Notice to Customers relating to Personal Data (Privacy) Ordinance ("PDPO") Notice

To provide you with a comprehensive understanding of the Bank's policy on the use of personal data collected from our customers, the latest version of our Personal Data (Privacy) Ordinance ("PDPO Notice") is enclosed for your information.  
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If you have any queries, please contact the Bank or call the Bank's customer service hotline at 3518-8888.

**Malayan Banking Berhad**  
 (incorporated in Malaysia with limited liability)

(The English version of this Notice shall prevail where there is a discrepancy between the English and the Chinese versions.)

30 Apr 2024