



## **LABUAN COUNTRY SCHEDULE**

This document constitutes a Country Schedule as referred to in the BNP Paribas General Banking Terms and Conditions (the "**Conditions**").

This Country Schedule sets out jurisdiction-specific terms on which we provide you with one or more Accounts or Products in the Federal Territory of Labuan, Malaysia ("**Labuan**"). You need to read and understand this Country Schedule before opening an Account or applying for a Product in Labuan.

This Country Schedule supplements the Conditions. Unless defined in this Country Schedule, capitalised terms used in this Country Schedule have the meanings given to them in the Conditions.

In the event of any inconsistency between the provisions of this Country Schedule and the Conditions, this Country Schedule will prevail.



**Part A – GENERAL**

**1. CHEQUES AND WITHDRAWALS**

- 1.1 Withdrawals may not be made from any Account by means of cheques. For the avoidance of doubt, no cheque books will be given for any Account. Clauses 18.1.1(a) and 19 of the Conditions shall not apply.
- 1.2 Save as otherwise expressly stated herein, no money deposited with us is repayable on demand by cheque, draft, order or any other instrument drawn on us.

**2. PAYMENTS**

- 2.1 All payments to be made by you pursuant to the Agreement shall be paid in such currency as BNP Paribas may notify.
- 2.2 Any payment under the Agreement which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- 2.3 Unless otherwise agreed between you and BNP Paribas, all fees and commissions payable are non-refundable (regardless of whether and to what extent the relevant facility may have been drawn or is subsequently withdrawn) and exclusive of any Tax or similar charges and shall be calculated on the basis of actual days elapsed and a year of 360 or 365 days (depending on the relevant currency (as determined by BNP Paribas)).

**3. PERSONAL DATA**

- 3.1 The information provided by you in Clause 11.3 (*Information relating to employees and other individuals*) of the Conditions and in this Paragraph 3 (*Personal Data*) is given in accordance with the requirements of the PDPA. These personal data may be used for the purposes set out in Clause 11.3 (*Information relating to employees and other individuals*) of the Conditions, in the notices uploaded onto our webpage at <http://www.bnpparibas.com.my/en/privacy-notices/> and in addition:
  - (a) in connection with the maintenance, review and development of our business systems, procedures and infrastructure including testing or upgrading of our computer systems;
  - (b) in connection with our payment system including its interface or interaction with the payment systems of other financial institutions, merchants and payment organisations;
  - (c) management of local and global risk and credit exposures;
  - (d) in connection with enforcement of obligations; and
  - (e) in connection with data processing purposes including the retaining in central databases and systems (including those located outside of Malaysia).
- 3.2 These personal data may be transferred outside of Malaysia.
- 3.3 If you or your individual Officers wish to request access to or correction of your or their personal data, you or they should address your or their request to:
  - Client Management Department
  - BNP Paribas, Labuan Branch
  - Vista Tower, Level 47, The Intermark
  - 348, Jalan Tun Razak
  - 50400 Kuala Lumpur
- 3.4 Before disclosing any personal data relating to your individual Officers to us, you agree to:



- (a) ensure that they are aware of the matters set out in Clause 11.3 (Information relating to employees and other individuals) of the Conditions and in this Paragraph 3 (Personal Data);
  - (b) ensure that they are aware that they have a right of access to and correction of personal data held about them by us; and
  - (c) procure their consent to the disclosure and use of their personal data.
- 3.5 You represent, undertake and warrant to us, as well as our Officers that you would have, prior to disclosing such personal data to us, obtained the appropriate consent from the individuals whose Data are being disclosed.
- 3.6 The following rights in respect of your information that is protected by the PDPA apply to any individual (whether you or your Officers):
- (a) the right to check whether we hold such information about you and the right of access to such data;
  - (b) the right to require us to correct any such information relating to you which is inaccurate;
  - (c) the right to be informed of the kind of such information held by us;
  - (d) the right to contact us with any inquiries or complains in respect of such information;
  - (e) the right to request for the notice requesting for your information pursuant to Clause 11.3 (Information relating to employees and other individuals) of the Conditions and the notices uploaded onto our webpage at <http://www.bnpparibas.com.my/en/privacy-notices/>, to be in the national language of Malaysia; and
  - (f) the right to request that such information not be used for direct marketing purposes (you may make a request by informing us at such facsimile number we may from time to time prescribe).
- 3.7 We reserve the right to charge a fee for the provision of any information or data requested by you or any data access request.
- 3.8 You agree that we have no obligation to search its records for (or produce for you) any information regarding you or your Officers, any Account, any Product or any transaction or dealing with you more than 3 years prior to the date of your request for information.

#### **4. FOREIGN CURRENCY ACCOUNT AND PRODUCTS IN LABUAN, MALAYSIA**

- 4.1 The following terms apply where we provide you with Foreign Currency Accounts or Foreign Currency Products (including the conversion of Ringgit Malaysia into Foreign Currency).
- 4.2 Provision of Foreign Currency Accounts and Foreign Currency Products by us is subject to the relevant regulatory and other policy requirements, exchange rate controls and restrictions from BNM.
- 4.3 In connection with any Foreign Currency Accounts and Foreign Currency Products that involves transactions cleared or settled through the foreign currency clearing and settlement system established in Labuan and in Malaysia, you acknowledge that the provision of such Foreign Currency Accounts and Foreign Currency Products and the operation of the foreign currency clearing and settlement system will be subject to any agreement for clearing and settlement of Foreign Currency in Malaysia entered into between us and any clearing bank or agent or any operator of a payment system.
- 4.4 All Foreign Currency Accounts and Foreign Currency Products are subject to the availability of Foreign Currency and any maximum amount per customer per day requirements, any maximum amount per transaction requirements and any other restrictions or limits imposed by BNM or us from time to time. We are authorised to transfer any amount in your Account in excess of any such restriction or limit at the cut-off-time (as designated by us from time to time) on each day to any other Account at any time, or dispose of the excess amount in any other manner or reject or cancel any transaction as we think fit without prior notice to you.
- 4.5 You understand and acknowledge that foreign currency is subject to exchange rate risk.



- 4.6 We may open one or more Foreign Currency Accounts for you for the purposes of complying with Laws, rules, regulations, directives, guidelines and notices (including those issued by BNM) applicable from time to time.
- 4.7 You shall provide us with the necessary documents and information regarding your financial condition, business, operations and details of any event which may materially and/or adversely impact your financial position as required by us for the purposes of complying with Laws, rules, regulations, directives, guidelines and notices (including those issued by BNM) from time to time. We may cancel the Foreign Currency Accounts or Foreign Currency Products (especially in relation to forward contracts) provided to you if you fail to provide the information as required by us. You acknowledge and agree that we expressly reject and disclaim any liability in this respect.

**5. DORMANT ACCOUNT**

In the event the credit balance in any account is remitted to the Registrar of Unclaimed Moneys pursuant to the Unclaimed Monies Act 1965, that account will be closed.

**6. USE OF THE INTERNET AND ELECTRONIC MESSAGES**

You consent to the use of the Internet as a medium to communicate with or transmit any data or documentation in connection with any Account or Product provided by us to you.

For the purposes of the Electronic Commerce Act 2006 (Act 658), you consent to the using, providing and accepting of electronic messages in all transactions between us.

**7. COMPLAINTS**

Should you have any complaints concerning the services provided by us or any other matters in relation to us, you may contact our Complaint Handling Department: CLM Team [dl.my\\_clm\\_malaysia@asia.bnpparibas.com](mailto:dl.my_clm_malaysia@asia.bnpparibas.com)

**8. PARTNERSHIP**

In the event you are a Limited Liability Partnership registered under the Limited Liability Partnerships Act 2012 (Act 743), Clause 20.2.2 (*Operation of Partnership Accounts*) of the Conditions does not apply.

**9. EARLY REPAYMENT AND PARTIAL WITHDRAWAL**

Where Malaysian law governs, Clause 17.3.1 of the Conditions shall be read as follows:

"We may, at your request, terminate your Time Deposit prior to maturity. If we allow early termination, you will pay any early termination fee we determine and the interest may be forfeited."

**10. WITHDRAWAL FROM ACCOUNTS**

Where Malaysian law governs, Clause 18.4.1 (c) of the Conditions shall be read as follows:

"Subject to Clause 17 (*Time Deposits*), we will allow a withdrawal from an Account on your instruction if the withdrawal is made by means of a remittance slip or other instruction document as we may set from time to time."

**11. VARIATION OF SERVICE HOURS, CUT-OFF TIMES, FEES AND CHARGES**

BNP Paribas reserves the right to vary our business hours, service hours for the Products, cut-off times and the fees and charges payable by you. You shall be deemed to have knowledge of any such extension, change or revision if a notice of such extension, change or revision is displayed in our premises or on our website or sent by ordinary post to your last known postal address or by email to any of your authorised person's last known email address.



**PART B – DEFINITIONS AND INTERPRETATION**

**12. DEFINITIONS**

"**BNM**" means Bank Negara Malaysia (the Central Bank of Malaysia).

"**Foreign Currency**" means any other currency other than Ringgit Malaysia.

"**Foreign Currency Account**" means an Account denominated in a Foreign Currency.

"**Foreign Currency Product**" means a Product that is provided in, or that is in respect of, a Foreign Currency and shall include the conversion of Ringgit Malaysia into Foreign Currency.

"**PDPA**" means the Personal Data Protection Act 2010 (Act 709) of Malaysia, and includes all additions, amendments and revisions thereto effected from time to time.

"**Ringgit Malaysia**" or "**RM**" means the lawful currency from time to time of Malaysia.

"**Tax**" has the same meaning as defined in the Conditions and shall include service tax (and "**Taxation**" shall be construed accordingly).

**13. INTERPRETATION**

In this Country Schedule, a reference to a Clause is a clause of the Conditions and a Paragraph is a paragraph of this Country Schedule.