

KETERANGAN ANAK - ANAK SYARIKAT |

DETAILS OF ASSOCIATED COMPANIES

Keterangan Anak - Anak Syarikat / Details of Associated Companies	No. Pendaftaran Perniagaan Business Registration No.	Aktiviti Perniagaan / Business Activity

Bank Lain Yang Dilangani
Other Banks Subscribed

BOC

Baiduri

SCB

Maybank

UOB

RHB

Lain-lain
Others _____

KETERANGAN PEMILIK / RAKAN KONGSI / PENGARAH / LAIN-LAIN |

DETAILS OF PROPRIETOR / PARTNER / DIRECTOR / OTHERS

	Nama Name	No. K.P / Pasport I.C / Passport No.	Tarikh Lahir Date of Birth	Warganegara Nationality	Jawatan Designation
1.					
2.					
3.					
4.					
5.					
6.					

KETERANGAN PEMEGANG SAHAM |

DETAILS OF SHAREHOLDERS

	Nama Name	No. K.P / Pasport I.C / Passport No.	Tarikh Lahir Date of Birth	Warganegara Nationality	Saham Yang Dimiliki Shareholding (%)
1.					
2.					
3.					
4.					
5.					

KETERANGAN PENANDATANGAN YANG DIBERI KUASA |

DETAILS OF AUTHORISED SIGNATORIES

	Nama Name	No. K.P / Pasport I.C / Passport No.	Tarikh Lahir Date of Birth	Warganegara Nationality	Hubungan Relationship
1.					
2.					
3.					
4.					
5.					

KETERANGAN PEMILIK MUTLAK

DETAILS OF ULTIMATE BENEFICIARY OWNER

	Nama Name	No. K.P / Pasport I.C / Passport No.	Tarikh Lahir Date of Birth	Warganegara Nationality	Hubungan Relationship
1.					
2.					
3.					

Tujuan memberi penandatanganan yang bukan Pemilik / Rakan Kongsi / Pengarah / Pekerja
Purpose of assigning signatories who are not Proprietor / Partners / Director / Employees

Hubungan antara penandatanganan dan syarikat (jika mereka bukan pekerja syarikat)
Relationship between signatories & company (if they are not employees)

PENGAKUAN DAN PERSETUJUAN | DECLARATION AND CONSENT

Dengan menandatangani permohonan ini,

1. Saya / Kami dengan ini mengakui bahawa kesemua maklumat yang diberikan di sini adalah betul, tepat dan lengkap setakat tarikh permohonan ini dan mengakujaji untuk memaklumkan kepada pihak Bank dengan serta merta jika terdapat sebarang perubahan kepada maklumat tersebut.
2. Saya / Kami mengakui bahawa pihak Bank boleh, mengikut budi bicara mutlaknyanya, meluluskan atau menolak permohonan saya / kami dan / atau menutup akaun saya / kami tanpa memberikan saya / kami sebarang alasan.
3. Saya / Kami membenarkan pihak Bank untuk membuat pemeriksaan usaha wajar untuk mendapatkan dan / atau mengesahkan maklumat yang diberikan di sini dari mana-mana sumber yang pihak Bank anggap bersesuaian.
4. Saya / Kami mengesahkan bahawa saya / kami telah membaca atau akan membaca sebelum pengeluaran mana-mana cek dan bersetuju untuk terikat dengan Terma & Syarat yang dicetak di dalam dan di luar buku cek pihak Bank.
5. Saya / Kami ingin memohon untuk perkhidmatan seperti yang dinyatakan di dalam borang ini dan dengan ini mengakui bahawa kegunaan perkhidmatan tersebut adalah tertakluk kepada Terma & Syarat perkhidmatan masing-masing dan saya / kami bersetuju untuk terikat dengannya termasuk semua pindaan mengenainya dari semasa ke semasa.
6. Saya / Kami mengesahkan dan bersetuju bahawa pihak Bank boleh tanpa memberikan sebarang notis tuntutan terlebih dahulu, untuk menggabungkan dan menyatukan semua atau mana-mana akaun saya / kami dengan pihak Bank dan menolak (*set-off*) atau memindahkan mana-mana jumlah yang terdapat pada kredit daripada mana-mana akaun tersebut atau jumlah yang terhutang atau bagi memenuhi mana-mana / kesemua liabiliti saya / kami terhadap pihak Bank sama ada liabiliti tersebut adalah bersama, berasingan, utama atau kontingen.
7. Saya / Kami mengaku bahawa pada masa permohonan ini dibuat, saya / kami bukannya seorang bankrap tidak dilepaskan atau tiada tuntutan undang-undang atau prosiding penggulungan yang telah disampaikan atau dimulakan tindakan terhadap saya / kami.
8. Saya / Kami membenarkan pihak Bank untuk mendedahkan / memberikan tanpa sebarang notis kepada saya / kami apa-apa maklumat, butir-butir atau data berhubung dengan akaun saya / kami yang dipegang / dikekalkan bersama dengan pihak Bank sepertimana yang dikuatkuasakan oleh undang-undang atau untuk mana-mana tujuan yang pihak Bank anggap perlu dari semasa ke semasa.
9. Saya / Kami mengakui bahawa pengendalian akaun ini adalah mengikut *Criminal Asset Recovery Order (CARO) 2012* dan saya / kami dengan ini akan sedaya upaya untuk tidak terlibat dalam menyalurkan dana hasil dari kegiatan yang menyalahi undang-undang melalui akaun saya / kami dengan pihak Bank dan mengakujaji untuk memberikan kepada Bank kesemua maklumat dan dokumen berkaitan dan terkini pada dan bila-bila masa yang diperlukan oleh pihak Bank untuk tujuan pengenalan dan pengesanan.
10. Saya / Kami akan menanggung rugi sepenuhnya dan / atau melindungi pihak Bank daripada dan terhadap segala tindakan, prosiding, ganti rugi, kos, tuntutan, perbelanjaan dan / atau kerugian termasuk yuran undang-undang yang mungkin dialami atau ditanggung oleh pihak Bank dalam menjalankan sebarang arahan saya / kami dan / atau Bank mendapati saya / kami memberikan gambaran yang salah di dalam Borang ini dan berhubung dengan pembukaan Akaun Korporat.
11. Saya / Kami mengesahkan bahawa saya / kami telah membaca, memahami dan bersetuju untuk terikat dengan Terma dan Syarat Akaun Korporat yang boleh didapati di dalam laman sesawang.

By Signing this application,

1. I / We hereby declare that all the information given herein is true, correct and complete up to the date of this application and undertake to notify the Bank immediately of any changes to the said information.
2. I / We acknowledge that the Bank may at its sole discretion accept or decline my / our application and / or close my / our account without providing me / us with any reason whatsoever.
3. I / We authorise the Bank to conduct due diligence, check, obtain and / or verify any of the information provided herein from / with any source as the Bank deem fit.
4. I / We confirm that I / we have read or will read prior to drawing any cheques and agree to be bound by the Terms & Conditions as printed on the inside and outside of the Bank's cheque book.
5. I / We wish to apply for the services indicated in this application form and hereby acknowledge that the use of the services is subject to the respective Terms & Conditions of the services and I / we agree to be bound by the same including all amendments thereto from time to time.
6. I / We confirm and agree that the Bank may without any prior notice or demand combine and consolidate all or any of my / our account(s) with the Bank and set off or transfer any sum(s) standing to the credit of any such accounts or any other sums owing to the Bank towards satisfaction of my / our liabilities to the Bank whether such liabilities be actual, contingent, primary, several or joint.
7. I / We declare that at the time of this application, I am / we are not undischarged bankrupts or no statutory demand or winding-up proceedings have been served on or commenced against me / us.
8. I / We authorise that Bank to disclose / release without any further notice to me / us any information, details or data pertaining to my / our accounts(s) held / maintained with the Bank as authorised by law or such other purposes as the Bank may deem necessary from time to time.
9. I / We acknowledge that the conduct of the account is within *Criminal Asset Recovery Order (CARO) 2012* and I / we will exercise due care not to facilitate funds from proceeds of any unlawful activity to be channeled through any of my / our account(s) with the Bank and undertake to provide the Bank with all relevant and updated information and documents as and when requested by the Bank for identification and verification purposes.
10. I / We shall fully indemnify and / or keep the Bank indemnified from and against all actions, proceedings, damages, cost, claims, expenses and / or losses including legal fees which the Bank may incur by the Bank acting on my / our instructions and / or the Bank's discovery of any misrepresentations I / we made in this Form and in relation to the opening of the Corporate Account.
11. I / We confirm that I / we have read, understood and agree to be bound by the Terms and Conditions of the Corporate Account which are available on the website.

Penandatanganan Yang Diberi Kuasa | Authorised Signatories

Penandatanganan Yang Diberi Kuasa | Authorised Signatories

Tandatangan | Signature

Tandatangan | Signature

Nama | Name

Nama | Name

Tarikh | Date

Tarikh | Date

Cop Syarikat | Company Chop

UNTUK KEGUNAAN BANK | FOR BANK USE ONLY

DOCUMENT CHECKLIST

<input type="checkbox"/>	ACCOUNT OPENING APPLICATION FORM
<input type="checkbox"/>	Please complete the form with the required details. The completed form must be signed in the presence of an authorised BIBD Officer.
<input type="checkbox"/>	SOLE PROPRIETOR / PARTNERSHIP
<input type="checkbox"/>	Business Registration Certificate (Original)
<input type="checkbox"/>	Original identification document of proprietor or partners.
<input type="checkbox"/>	The above individuals must be present at the branch with their original identification documents (such as Brunei Identity card or passport) to open the account.
<input type="checkbox"/>	PRIVATE LIMITED COMPANY
<input type="checkbox"/>	Certificate of Incorporation
<input type="checkbox"/>	Memorandum & Articles of Association <i>Please provide a certified true copy signed by any one director or the company secretary.</i>
<input type="checkbox"/>	Account & Service Resolution <i>The Account & Service Resolution is to be certified by two directors or one director and the company secretary or such persons in accordance with the company's Memorandum & Articles of Association.</i>
<input type="checkbox"/>	Original identification document of : <ul style="list-style-type: none"> • All persons who certified the Accounts & Services Resolution • All approved persons • All approved signatories <i>The above individuals must be present at the branch with their original identification documents (such as Brunei Identity card or passport) to open the account.</i>
<input type="checkbox"/>	Extract Copy of Directors and Shareholders information (New Registered Company), OR
<input type="checkbox"/>	Latest Annual Return
<input type="checkbox"/>	Latest audited financial report <i>Please provide a copy signed by any one director or the company secretary</i>
<input type="checkbox"/>	CLUB / SOCIETY / ASSOCIATION
<input type="checkbox"/>	Approval letters from relevant authority
<input type="checkbox"/>	Copy of Resolutions to open the Corporate Account
<input type="checkbox"/>	Original identification document of : <ul style="list-style-type: none"> • All persons who certified the Accounts & Services Resolution • All approved persons • All approved signatories <i>The above individuals must be present at the branch with their original identification documents (such as Brunei Identity card or passport) to open the account.</i>

No. Cawangan Branch No. _____ No. CIF CIF No. _____ Kod Perindustrian Industrial Code _____

No. Akaun Account No.

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No. Akaun Account No.

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No. Akaun Account No.

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TICK THE SEGMENT	CORPORATE SEGMENTATION*	EMPLOYEES	ASSETS	ANNUAL SALES	FINANCING SIZE PROXIES
<input type="checkbox"/>	CORPORATE - MICRO	<10	<\$60,000	<\$100,000	<\$30,000
<input type="checkbox"/>	CORPORATE - SMALL	<30	<\$600,000	<\$1, MILLION	<\$300,000
<input type="checkbox"/>	CORPORATE - MEDIUM	<100	<\$3 MILLION	<\$5 MILLION	<\$1,500,000
<input type="checkbox"/>	CORPORATE - CORPORATE	> 100	> \$3 MILLION	> \$5 MILLION	> \$1,500,000
<input type="checkbox"/>	CORPORATE - GLC	*GOVERNMENT - LINKED COMPANIES			
<input type="checkbox"/>	CORPORATE - NON-PROFIT	*ASSOCIATION / SOCIETY / CLUB / UNINCORPORATED / DONATION FUND, ETC			
<input type="checkbox"/>	OTHERS	*PLEASE SPECIFY _____			

Dihadiri oleh Attended by _____

No. ID ID No. _____

Dimasukkan oleh Entered by _____

No. ID ID No. _____

Diberi kuasa oleh Authorised by _____

No. ID ID No. _____

* Corporate segmentation code can be defined by matching any three (3) of four (4) indicators above.

Pelanggan mengakui bahawa segala terma dan syarat ini hendaklah dibaca bersama dengan terma dan syarat khusus serta ciri-ciri produk yang berkenaan dengan kemudahan-kemudahan dan/atau perkhidmatan-perkhidmatan yang ditawarkan oleh pihak Bank. Dalam menggunakan segala kemudahan dan/atau perkhidmatan tersebut, Pelanggan bersetuju untuk mematuhi dan terikat kepada terma-terma dan syarat-syarat ini dan mana-mana variasi oleh pihak Bank dari semasa ke semasa.

1. AKAUN

- 1.1 Akaun boleh dibuka atas nama perseorangan atau secara bersama atas nama dua orang atau lebih.
- 1.2 Akaun boleh dibuka atas nama Syarikat selepas penyerahan segala dokumen-dokumen yang berkenaan kepada pihak Bank dan menepati semua syarat.
- 1.3 Had umur yang ditetapkan bagi membuka akaun tertentu adalah bergantung kepada terma dan syarat khusus serta ciri-ciri produk akaun berkenaan. Bagi pembukaan akaun tertentu yang melibatkan seseorang individu di bawah umur 18 tahun, akaun tersebut hendaklah dibuka secara bersama dengan ibubapa individu berkenaan atau penjaganya.
- 1.4 Pihak Bank boleh menetapkan jumlah minimum simpanan tunai bagi mana-mana/semua akaun yang dibuka, yang mana jumlah berkenaan adalah ditetapkan atas budi bicara mutlak pihak Bank.
- 1.5 Pelanggan bersetuju untuk mematuhi keperluan minimum simpanan yang ditetapkan oleh pihak Bank untuk urusan penyelenggaraan Akaun Semasa. Sekiranya gagal berbuat demikian, Pelanggan bersetuju membayar caj yang dikenakan oleh pihak Bank dari masa ke semasa. Pelanggan juga bersetuju untuk membayar mana-mana duti setem yang dikenakan ke atas pengeluaran buku-buku cek.
- 1.6 Mana-mana/Semua maklumat yang diberikan oleh Pelanggan kepada pihak Bank dalam Permohonan untuk Membuka Akaun adalah sebagai representasi kepada pihak Bank. Pelanggan mengakui bahawa akaun adalah dibuka atas maklumat yang diberikan dan akujanji untuk memaklumkan kepada pihak Bank dengan segera jika ada sebarang perubahan berlaku kepada maklumat berkenaan.
- 1.7 Contoh tandatangan Pelanggan yang diberikan kepada pihak Bank hendaklah dianggap sebagai asas bagi membenarkan sebarang transaksi terhadap akaun Pelanggan dan adalah sah melainkan pihak Bank menerima arahan bertulis untuk membatalkan/mengubah tandatangan berkenaan.
- 1.8 Pihak Bank berhak untuk menolak sebarang permohonan untuk membuka akaun atau mana-mana kemudahan atau perkhidmatan tanpa mengemukakan apa-apa alasan atas penolakan itu.

2. KONSEP WAKALAH

- 2.1 Pelanggan melantik pihak Bank sebagai Wakil (Agen) dan memberi kuasa kepada pihak Bank untuk menguruskan dan/atau membuat pelaburan sama ada kesemua atau sebahagian dari wang yang tersimpan di dalam akaun dalam mana-mana bentuk yang pihak Bank anggap sesuai termasuk bagi maksud perdagangan dan pelaburan serta untuk menjalankan dan berunding bagi Pelanggan dengan syarat bahawa semua urusan transaksi/perdagangan adalah menurut prinsip-prinsip Syariah.
- 2.2 Pelanggan selaku Prinsipal adalah bertanggungjawab menanggung ke atas semua risiko berkaitan dengan tindakan pihak Bank sebagai wakil kepada Pelanggan melainkan kerugian-kerugian tersebut Pelanggan dapat buktikan adalah disebabkan oleh kesilapan/salah-laku yang disengajakan oleh pihak Bank.
- 2.3 Pihak Bank adalah bertindak sebagai Wakil bukan eksklusif kepada Pelanggan.
- 2.4 Pihak Bank sebagai wakil adalah berhak terhadap yuran Wakalah dan pihak Bank mempunyai budibicara mutlaknya sama ada untuk mengetepikan atau mengenakan bayaran berkenaan.

3. PULANGAN PELABURAN

- 3.1 Pihak Bank menjangkakan tetapi tidak menjamin bahawa pulangan boleh diperolehi dari hasil pelaburan. Pihak Bank akan menerbitkan pulangan sebagai kadar pulangan yang dijangkakan.
- 3.2 Sekiranya pulangan hasil dari pelaburan melebihi kadar pulangan yang dijangkakan, maka pihak Bank berhak untuk mengambil lebihan pulangan selepas ditolak yuran Wakalah yang mana pihak Pelanggan bersetuju ianya dianggap sebagai insentif kepada pihak Bank atas usahanya.
- 3.3 Sekiranya pendapatan dari pelaburan kurang dari kadar pulangan yang dijangkakan, Pelanggan adalah berhak terhadap pendapatan tersebut selepas ditolak yuran Wakalah.

4. BAYARAN PULANGAN

- 4.1 Pelanggan mengakui bahawa pembayaran mana-mana pulangan adalah mengikut terma-terma dan syarat-syarat khusus serta ciri-ciri produk berkenaan dan / atau perkhidmatan.

5. SIMPANAN DAN PENGELUARAN

- 5.1 Pihak Bank menerima wang simpanan dari Pelanggan sama ada dalam bentuk tunai atau dalam mana-mana amalan lazim perbankan. Simpanan yang dibuat oleh pihak ketiga ke dalam akaun Pelanggan boleh diterima tanpa liabiliti di pihak Bank.
- 5.2 Di mana pihak Bank ada menyediakan sebarang perkhidmatan/kemudahan istimewa seperti melalui Mesin Simpanan Tunai/Cek (CDMs) untuk menerima wang tunai dan cek, Pelanggan hendaklah mematuhi prosedur-prosedur yang ditetapkan dengan betul.
- 5.3 Pengeluaran wang tunai bolehlah dibuat di kaunter atau melalui mana-mana Kad Bank yang membolehkan pengeluaran seumpamanya.
- 5.4 Pihak Bank berhak untuk menolak penerimaan cek-cek kutipan dan lain-lain instrumen kewangan yang mana pada pendapat pihak Bank adalah luar aturan dalam apa jua bentuk atau yang tidak menurut kehendak-kehendak Syariah atau yang sudah diubah walaupun sudah ditandatangani semula oleh pihak yang mengeluarkan.
- 5.5 Mana-mana cek yang diterima tetapi tidak diperlukan sah boleh dikembalikan kepada Pelanggan atas risiko dan biaya mereka sendiri.
- 5.6 Bagi akaun Perusahaan Mikro Kecil Dan Sederhana ("MSME") jika dalam tempoh masa dua belas (12) bulan cek Pelanggan dikembalikan sebanyak enam (6) kali atau sebanyak mana jumlah yang akan ditentukan oleh pihak Bank dari masa ke semasa, pihak Bank adalah berhak atas bidangkuasa mutlaknya untuk menutup akaun Pelanggan atau menukarkan akaun Perusahaan Mikro Kecil Dan Sederhana Pelanggan kepada akaun semasa yang biasa.
- 5.7 Pihak Bank boleh untuk tidak menerima mana-mana penyimpanan atau pengeluaran apabila berlaku kerosakan atau kegagalan pada talian sistem komputer, sama ada kerosakan atau kegagalan tersebut adalah keseluruhan atau sebahagian.

6. WANG KIRIMAN

- 6.1 Pihak Bank hendaklah mengkreditkan semua wang kiriman dan wang draf Pelanggan yang diterima ke dalam akaun Pelanggan dalam bentuk matawang akaun berkenaan melainkan pihak Bank menerima arahan yang berlainan dari Pelanggan dan wang simpanan adalah berdasarkan nilai pertukaran yang berlaku pada hari yang sama wang diterima.
- 6.2 Semua pemindahan yang dibuat oleh Bank sebagaimana arahan dari Pelanggan adalah atasbiaya Pelanggan dan pihak Bank tidak bertanggungjawab jika jumlah wang yang dikreditkan ke akaun Pelanggan didapati kurang disebabkan oleh sebarang bayaran atau turunnyanya nilai/matawang dan pihak Bank tidak bertanggungjawab terhadap Pelanggan jika ia tidak dapat mengeluarkan wang atas sebarang peraturan yang dikeluarkan oleh pihak-pihak yang berkuasa.
- 6.3 Pihak Bank tidak bertanggungjawab atas sebarang tindakan dari sebarang kesalahan, kelewatan, kesusilaan, kesusilaan telegrafik, pengabaian atau salah pengertian yang mungkin berbangkit dari dan terhadap sebarang kerugian yang mungkin terjadi melalui pengabaian surat-menyurat dalam memastikan pengenalan individu-individu yang betul yang tercatat dalam arahan-arahan atau dalam mengekalkan jumlah dana.
- 6.4 Sekiranya mana-mana pemindahan wang tidak dibayar dan dikembalikan kepada Bank, Pelanggan hanya boleh menuntut nilai yang tertera mengikut kadar belian hari berkenaan apabila wang dikembalikan. Bayaran balik wang hanya akan dilakukan selepas pengesahan dari pihak Bank Koresponden bahawa dana belum dibayar dan arahan-arahan asal telah dibatalkan.

7. ARAHAN BERKUATKUASA

- 7.1 Pelanggan akujanji untuk memastikan bahawa jumlah dana dalam akaun adalah mencukupi untuk urusan pembayaran.
- 7.2 Sebarang arahan adalah tertakluk kepada mana-mana pengaturan yang kini wujud atau yang boleh kemudian wujud di antara Pelanggan dan pihak Bank yang berkaitan dengan akaun Pelanggan.
- 7.3 Pihak Bank berhak untuk menamatkan mana-mana arahan berhubung bayaran akan datang pada bila-bila masa melalui notis bertulis kepada Pelanggan atau tanpa sebarang notis pada bila-bila masa atas nasihat oleh penerima yang namanya tersebut di atas bahawa bayaran selanjutnya adalah tidak diperlukan atau tanpa menetapkan sebarang alasan.
- 7.4 Arahan Berkuatkuasa akan tetap berlaku dalam hal pembayaran yang dibuat secara jujur meskipun Pelanggan telah meninggal dunia atau didakwa bankrap atau pembatalan arahan berkenaan dengan apa jua cara sehingga notis bertulis tentang kematian Pelanggan atau kebangkrapan atau mana-mana pembatalan telah diterima oleh Bank.

8. SYARAT-SYARAT BAGI AKAUN BERSAMA (PERSEORANGAN)

- 8.1 Semua wang simpanan dibuat dalam Akaun Bersama dan pemindahan wang masuk ke dalam akaun ini adalah dianggap sebagai dimiliki oleh pemegang-pemegang akaun melainkan dinyatakan sebaliknya.
- 8.2 Mana-mana pemegang Akaun Bersama atau wakil-wakil mereka tidak sepatutnya memohon kemudahan-kemudahan pembiayaan atas nama-nama mereka yang tercatat dalam Akaun Bersama tanpa kebenaran bertulis dari semua pemegang-pemegang Akaun Bersama.
- 8.3 Pemegang-pemegang Akaun Bersama memberi kuasa kepada Bank untuk menggunakan bahagian mereka dalam akaun bersama sebagai penolakan bagi akaun mereka yang lain.
- 8.4 Sekiranya terjadi kematian kepada salah seorang pemegang akaun bersama, langkah-langkah berikut hendaklah dipatuhi:
 - apa-apa baki wang yang ada dalam Akaun Bersama (jika tanpa ada arahan/perjanjian secara bertulis) akan menjadi milik pemegang akaun yang masih hidup yang mana prinsip ketahanan hidup digunakan;
 - pihak Bank akan membayar semua atau mana-mana daripada bahagiannya kepada seorang atau lebih pemegang akaun bersama berkenaan dan hak itu tidak akan terjejas sama ada oleh kematian, kegilaaan atau kecacatan lain terhadap pemegang tersebut;
 - apa-apa bayaran yang dibuat oleh Bank kepada pemegang yang masih hidup itu hendaklah menjadi penyerahan lengkap liabiliti Bank ke atas Akaun Bersama.

9. SYARAT-SYARAT MENGENAI AKAUN YANG DIMILIKI OLEH SYARIKAT/ORGANISASI

- 9.1 Orang-orang yang diberi kuasa hendaklah mengendalikan semua transaksi perbankan dan pelaburan dengan Bank setakat mana kuasa yang diberikan secara nyata kepada mereka.
- 9.2 Syarikat/Organisasi hendaklah dengan segera memaklumkan pihak Bank mengenai apa-apa perubahan dalam Memorandum dan Artikel atau Persatuan atau undang-undang kecil atau mana-mana perubahan dalam bentuk perundangan atau apa-apa perubahan dalam Perlembagaan, Lembaga Pengarah, Rakan kongsi, Perwakilan atau mana-mana perubahan dalam penandatanganan-penandatanganan yang diberi kuasa.
- 9.3 Rakan-rakan kongsi mengisytiharkan bahawa sekiranya terdapat perubahan dalam kuasa mana-mana rakan kongsi mewakili Syarikat/Organisasi sama ada disebabkan oleh mengundur diri, meletakkan jawatan atau disingkirkan atau mana-mana perubahan dalam Memorandum Persatuan atau penukaran nama atau kehilangan kewibawaan undang-undang atas mana-mana rakan kongsi atau pengumuman tentang kebangkrapan atau kematian atau tentang kemasukan dan pengunduran mana-mana ahli, maka rakan-rakan kongsi yang tinggal adalah sepenuhnya bertanggungjawab ke atas Syarikat/Organisasi dan pihak Bank mempunyai kuasa untuk menahan semua jumlah kredit Syarikat/Organisasi bagi pihak Bank demi untuk mendapat semula segala hak atau bagi pihak mana-mana perintah atau keputusan mahkamah.

10. SYARAT-SYARAT MENGENAI AKAUN YANG DIMILIKI OLEH PERSATUAN/KELAB

- 10.1 Pelanggan bersetuju untuk memberi resolusi-resolusi yang berkaitan untuk memberi kuasa membuka akaun dan memberi contoh tandatangan bagi maksud urusan akaun.
- 10.2 Arahan yang diberi oleh Pelanggan melibatkan pengurusan akaun hendaklah berkuatkuasa sehinggalah pihak Bank menerima notis bertulis untuk membatalkan arahan-arahan berkenaan meskipun ada perubahan dalam perlembagaan dan keahlian sama ada disebabkan kematian, kebangkrapan, persaraan atau kemasukan ahli-ahli baru atau sebaliknya.

11. PERUBAHAN DALAM SYARAT DAN PERATURAN

- 11.1 Pihak Bank mempunyai hak untuk menambah, mengubahsuai, variasi atau melupuskan mana-mana terma dan syarat ini dan perubahan demikian adalah berkuatkuasa tertakluk kepada notis mengenai perubahan tersebut dalam apa jua bentuk komunikasi yang pihak Bank anggap bersesuaian. Apabila notis berkenaan dikeluarkan, maka pihak Pelanggan hendaklah terikat dengan perubahan-perubahan demikian.
- 11.2 Jika sekiranya Pelanggan tidak bersetuju dengan perubahan-perubahan terma dan syarat tersebut, Pelanggan adalah berhak untuk menamatkan perjanjian tersebut.

12. TARIF

- 12.1 Dalam menggunakan mana-mana kemudahan dan/atau perkhidmatan yang ditawarkan oleh Bank, Pelanggan bersetuju membayar yuran dan caj yang dikenakan oleh pihak Bank dalam memberikan Pelanggan kemudahan dan/atau perkhidmatan dan apa-apa jua perubahan oleh pihak Bank dari masa ke semasa.
- 12.2 Pelanggan mengakui bahawa pihak Bank atas budibicaranya boleh menyemak semula/meminda/mengubah mana-mana yuran dan caj yang ditetapkan tertakluk kepada pelanggan telah diberi notis awal mengenai dengan perubahan ini melalui mana-mana cara yang dianggap bersesuaian.
- 12.3 Tarif Bank serta caj bagi perkhidmatan simpanan dan perkhidmatan-perkhidmatannya dan/atau kemudahan yang dikenakan dan/atau disemak oleh Bank dari masa ke semasa boleh diperolehi melalui laman web pihak Bank atau diberi kepada Pelanggan sekiranya diperlukan.

13. PENYATA

- 13.1 Pelanggan akan disediakan dengan penyata akaun secara berkala yang mencatatkan secara terperinci segala pergerakan dan pengurusan termasuk transaksi dalam akaun dan boleh diperolehi secara 'on-line' atau dengan apa jua cara yang lain yang disediakan oleh pihak Bank.
- 13.2 Penyata akaun adalah muktamad dan mengikat Pelanggan kecuali pihak Bank diberi maklumat secara bertulis mengenai sebarang kesilapan/kecuaian dalam masa empat-belas hari (14) dari tarikh penyata.

14. AKAUN LAPUK

- 14.1 Akaun adalah dikira lapuk jika tidak berlaku apa-apa transaksi melebihi tempoh dua-belas ("12") bulan. Dalam hal ini, pihak Bank boleh bertindak untuk menamatkan Wakalah tersebut dengan syarat pihak Bank memberikan maklumat kepada Pelanggan akan maksud untuk menamatkannya.
- 14.2 Pelanggan bersetuju bahawa pihak Bank akan membaharui secara automatik ke atas pelaburan yang disimpan dalam Simpanan Berjangka (Term Deposits) sehinggalah tiba masanya pihak Bank memilih untuk menamatkan pelaburan demikian. Tempoh yang ditetapkan adalah seperti yang dinyatakan di dalam terma dan syarat khusus serta butiran-butiran produk dan mana-mana perubahan oleh pihak Bank dari masa ke semasa.
- 14.3 Pihak Bank berhak untuk mengenakan apa-apa caj ke atas Akaun Lapuk dan untuk mendebit sejumlah wang untuk bayaran caj dari mana-mana akaun Pelanggan yang ada pada pihak Bank.

15. BAKI YANG TIDAK DITUNTUT

- 15.1 Berikut dengan Perintah Perbankan Islam 2008 bagi akaun yang diklasifikasikan di bawah Wang Yang Tidak Dituntut, iaitu akaun-akaun yang sudah tidak aktif atau tidak lagi beroperasi/berurusan selama enam (6) tahun atau lebih dan cubaan-cubaan yang munasabah oleh pihak Bank untuk menghubungi/mencari Pelanggan mengenai kewujudan wang berkenaan, pihak Bank hendaklah menyerahkan baki wang dalam akaun kepada Autoriti Monetari Brunei Darussalam ("AMBD"). Seterusnya, pemilik wang berkenaan hendaklah menuntut wang berkenaan secara langsung dari AMBD.

16. LIABILITI DAN TANGGUNG RUGI

- 16.1 Pelanggan hendaklah menanggung rugi pihak Bank sepenuhnya dan melindungi pihak Bank terhadap semua tindakan, prosiding, tuntutan, kerugian, liabiliti, gantirugi, kos dan perbelanjaan yang boleh diambil terhadap pihak Bank atau ditanggung atau dikenakan oleh Bank yang mungkin timbul sama ada secara langsung atau tidak langsung yang mana berkaitan dengan tindakan pihak Bank dalam menjalankan kewajibannya atau berbangkit dari arahan Pelanggan sama ada secara bertulis atau secara lisan melainkan disebabkan kemungkiran yang disengajakan oleh pihak Bank.
- 16.2 Liabiliti Pelanggan adalah berterusan dan tetap berkuatkuasa dan sah sehingga Pelanggan melepaskan sepenuhnya liabiliti berkenaan kepada Bank.

17. HAK TOLAKAN

- 17.1 Pihak Bank mempunyai hak mutlak untuk menggabungkan/menyatu/mencantum mana-mana/semua akaun Pelanggan yang terdapat dengan pihak Bank bagi maksud untuk menolak baki hutang dari baki wang yang sedia ada atau sebagai bayaran ganti bagi mendapatkan balik hutang yang perlu dibayar yang mana Pelanggan adalah bertanggungjawab.
- 17.2 Pelanggan selanjutnya bersetuju bahawa pihak Bank boleh pada bila-bila masa dan tanpa memberi sebarang notis berhak untuk membekukan, menolak atau memindah mana-mana akaun Pelanggan tanpa mengira jenis atau nama-nama akaun, sama ada secara individu dan/atau akaun bersama, dalam bentuk matawang tempatan atau luar negeri supaya setiap akaun adalah dikira sebagai sekuriti/jaminan kepada akaun yang lain, baik secara individu atau bersama bagi tujuan penolakan apa jua hutang Pelanggan atau mana-mana pihak yang dijamin oleh Pelanggan kepada Bank.

18. PENUTUPAN AKAUN

- 18.1 Akaun adalah dianggap tutup apabila:
- akaun Pelanggan adalah tidak aktif dan mana-mana/keseluruhan wang yang tidak dituntut dipindahkan kepada pihak AMBD sepertimana yang dinyatakan di klausa 14.2 di atas: dan/atau
 - cek yang dipulangkan mengikut klausa 5.6 di atas.
- 18.2 Pihak Bank adalah bebas untuk menutup akaun Pelanggan serta-merta tanpa memberikan sebarang alasan.
- 18.3 Setelah penutupan akaun berkenaan sama ada oleh pihak Bank atau oleh Pelanggan, semua cek yang tidak digunakan adalah menjadi hak milik pihak Bank dan Pelanggan hendaklah dengan serta merta memulangkan cek-cek yang tidak digunakan kepada pihak Bank.
- 18.4 Sekiranya berlaku kematian, gila, kebankrapan atau pengguguran pihak Bank berhak untuk membekukan dan/atau menutup Akaun sehinggalah perintah diterima daripada Mahkamah/Pihak Berkuasa dan/atau penyerahan dokumen-dokumen yang berkaitan.

19. TEMPOH

- 19.1 Mana-mana akaun yang mempunyai ciri-ciri produk yang menghendaki tempoh minima, keesahan akaun tersebut boleh dilanjutkan secara automatik apabila tempohnya tamat bagi tempoh selanjutnya sebagaimana yang ditetapkan oleh pihak Bank. Apabila tempoh yang dilanjutkan telah tamat, pihak Bank atas budi bicaranya boleh menamatkan pembaharuan tersebut.

20. PENAMATAN AWAL

- 20.1 Pelanggan mengakui bahawa terdapat beberapa kemudahan tertentu memerlukan tempoh waktu yang minimum. Jika sekiranya berlaku sebarang penamatan sebelum berakhirnya tempoh minima, pihak Bank berhak untuk mendapatkan semula mana-mana kerugian sebenar yang disebabkan oleh penamatan awal.
- 20.2 Jika sekiranya berlaku penamatan awal, Pelanggan mengakui bahawa beberapa kemudahan dan/atau perkhidmatan tertentu, Pelanggan tidak berhak ke atas pembayaran mana-mana pulangan dan apa jua hak demikian hendaklah ditentukan sepenuhnya oleh pihak Bank dengan budi bicaranya.

21. PERUBAHAN ALAMAT, TANDATANGAN ATAU BUTIR-BUTIR

- 21.1 Pelanggan adalah dikehendaki untuk memaklumkan pihak Bank mengenai sebarang perubahan pada butir-butir Pelanggan seperti perubahan alamat tempat tinggal atau sebarang perubahan kepada tanda-tangan Syarikat yang diberi kuasa dengan segera. Semua komunikasi termasuk perkhidmatan proses perundangan yang dikirim dengan pos atau ditinggalkan pada alamat Pelanggan yang terakhir yang diketahui oleh Bank adalah dianggap sudah dikirim dan diterima oleh Pelanggan.
- 21.2 Pelanggan dengan ini bersetuju tidak akan menyalahkan pihak Bank jika sekiranya tidak menerima sebarang komunikasi/surat-menyurat berikutnya.

22. TRANSAKSI YANG MENCURIGAKAN

- 22.1 Semua transaksi kewangan termasuk pembukaan akaun dengan pihak Bank adalah tertakluk kepada polisi dalaman pihak Bank dan prosedur Kenali Pelanggan Awda ("KPA") dan Anti Pembersihan Wang dan undang-undang yang digunapakai termasuk Criminal Asset Recovery Order, 2012.
- 22.2 Jika sekiranya pihak Bank mengetahui atau mempunyai alasan yang munasabah untuk mempercayai atau mencurigai mana-mana transaksi atau sesetengah dana yang diperolehi atau didapati secara langsung atau tidak langsung daripada kegiatan yang menyalahi undang-undang, pihak Bank mempunyai hak untuk menolak dan melaporkan transaksi tersebut kepada pihak berkuasa yang berkenaan.

23. KAEDAH-KAEDAH DAN PERATURAN BADAN-BADAN PENGAWALSELIAAN

- 23.1 Tanpa sebarang prasangka terhadap terma-terma dan syarat serta Kaedah-Kaedah dan Peraturan-Peraturan, di mana terma-terma dan syarat-syarat ini adalah juga tertakluk kepada kaedah-kaedah, peraturan-peraturan, garispandu dan/atau arahan-arahan yang dikenakan ke atas pihak Bank dari masa ke semasa dan undang-undang yang digunapakai.
- 23.2 Sebarang perubahan akan dimaklumkan kepada Pelanggan dalam tempoh yang difikirkan sesuai oleh pihak Bank.

24. UNDANG-UNDANG KERAJAAN DAN KUASA PERUNDANGAN

- 24.1 Semua terma dan syarat ini adalah di bawah kawalan dan ditafsirkan mengikut undang-undang Brunei Darussalam.
- 24.2 Mahkamah-mahkamah Brunei Darussalam mempunyai bidang kuasa perundangan yang eksklusif terhadap sebarang pertikaian yang mungkin timbul dari pengurusan atau pelaksanaan yang terdapat dalam terma-terma dan syarat-syarat ini.

25. PERKARA AM

- 25.1 Pelanggan memberi kebenaran kepada pihak Bank untuk mendedahkan sebarang maklumat tentang akaun Pelanggan yang terdapat pada pihak Bank kepada:
- pegawai yang diberi kuasa dalam Kumpulan Bank dengan maksud untuk mengetahui maklumat berkenaan bagi apa jua tujuan atau;
 - kepada pihak Polis atau pegawai awam yang menjalankan penyiasatan berkaitan dengan apa-apa kesalahan atau;
 - kepada lain-lain Bank/institusi kewangan/lain-lain institusi atas apa jua tujuan termasuk urusan kredit atau;
 - kepada pihak berkuasa tempatan/mahkamah undang-undang di Brunei Darussalam di mana pendedahan berkenaan adalah dikehendaki oleh undang-undang/peraturan.
- 25.2 Pelanggan mengakui dan bersetuju bahawa pihak BIBD atas budibicara mutlaknya dan dengan kos Pelanggan itu sendiri, akan mengambil tindakan yang sewajarnya dan bersesuaian termasuk tetapi tidak terhad kepada mengantung, menahan, membekukan, menutup akaun saya/kami dengan pihak BIBD atau mengeluarkan apa-apa pembiayaan/perkhidmatan yang disediakan oleh pihak BIBD sekiranya:
- pelanggan gagal menyediakan untuk pihak Bank maklumat/dokumen-dokumen yang dipohonkan dalam jangkamasa yang ditetapkan atau;
 - menurut mana-mana perintah mahkamah atau arahan/panduan yang diterima dari mana-mana badan regulatori/agensi ("yang Berkuasa") atau;
 - pihak Bank mempunyai sebab yang munasabah untuk menyalahkan tindakan tersebut.
- 25.3 Pelanggan bersetuju bahawa pihak Bank akan bertindak sewajarnya dan bersetuju untuk tidak menyalahkan pihak Bank bagi tindakan tersebut sehingga Pelanggan menyediakan pihak Bank maklumat/dokumen-dokumen yang dipohonkan atau sehingga perintah/arahan/panduan daripada Mahkamah/yang Berkuasa.

- 25.4 Sebarang penepian yang diberikan oleh pihak Bank kepada Pelanggan atas sebarang kemungkiran/kesalahan Pelanggan, tidaklah boleh ditafsirkan sebagai penepian yang kekal dan sebarang penepian demikian tidak akan menjejaskan hak-hak pihak Bank di bawah terma dan syarat ini pada mana-mana masa lain.
- 25.5 Jika sekiranya berlaku sebarang peruntukan yang diisytiharkan oleh mahkamah yang mempunyai bidang kuasa yang berwibawa, didapati tidak sah atau tidak boleh dikuatkuasakan, maka ketidaksahan atau ketidakbolehan dikuatkuasakan tersebut tidak akan menjejaskan atau memberi kesan kepada peruntukan-peruntukan yang lainnya, yang mana kesemuanya akan terus berkuatkuasa dan efektif.
- 25.6 Perkataan yang menggunakan kata mufrad hendaklah termasuk bentuk jamak dan sebaliknya.
- 25.7 Kesemua terma dan syarat ini hendaklah mengikat perwakilan, penyerah hak dan pewaris hakmilik, pelikuidasi dan penerima bagi pihak Bank dan Pelanggan sebagainya.
- 25.8 Jika terdapat konflik atau ketidakselarasan di antara versi Inggeris dan versi Melayu mengenai terma ini, versi Bahasa Inggeris akan digunakan.

The Customer acknowledges that these general terms and conditions are to be read together with the specific terms and conditions and product features applicable to the facilities and/or services offered by the Bank. In availing of such facilities and/or services, the Customer agrees to abide and be bound by these terms and conditions and as varied by the Bank from time to time.

1. ACCOUNT

- 1.1 Accounts can be opened in the name of one person or jointly in the name of two or more persons.
- 1.2 Accounts can be opened in the name of the Company upon submission of relevant documents to the satisfaction of the Bank.
- 1.3 The prescribed age for the opening of certain accounts shall vary in accordance with the specific terms and conditions and product features of the account. For the opening of certain accounts involving an individual below 18 years of age, the account shall be opened jointly with the individual's parent or guardian.
- 1.4 The Bank may prescribe a minimum cash deposit for any/all of the accounts opened with the Bank for such amount as shall be determined by the Bank at its sole discretion.
- 1.5 The Customer agrees to abide by the minimum deposit requirements prescribed by the Bank for the maintenance of Current Accounts. In failing to meet such requirement, the Customer agrees to pay the charge imposed by the Bank from time to time. The Customer also agrees to pay any stamp duty incidental to the issuance of the cheque books.
- 1.6 Any/all information provided by the Customer to the Bank in the Application for Opening an Account signifies representations to the Bank. The Customer acknowledges that the account is opened in reliance of the information given and undertakes to notify the Bank immediately of any change to such information.
- 1.7 The Customer's specimen signature lodged with the Bank shall be considered the basis for effecting transactions on the Customer's account and shall remain valid unless the Bank receives written instructions to cancel/change the signature(s).
- 1.8 The Bank is entitled to refuse any application to open an account or for any facilities or services without having to assign any reason for such refusal.

2. WAKALAH CONCEPT

- 2.1 The Customer appoints the Bank as its Wakil ("Agent") and authorizes the Bank to deal with and/or invest the whole or any part of any monies standing to the credit of the Account held in any manner that the Bank shall deem fit including trading and investment purposes and to exercise and negotiate on behalf of the Customer in relation thereto provided that all such transactions/investments are in conformity with Shariah principles.
- 2.2 The Customer as the Principal shall bear all risks associated with the acts of the Bank as agent for the Customer except those losses which the Customer can establish were due to the Bank's wilful default/gross misconduct.
- 2.3 The Bank shall act as the non-exclusive Agent of the Customer.
- 2.4 The Bank as the Agent is entitled to a Wakalah fee and the Bank has the sole discretion to waive or impose such fee.

3. RETURNS FROM INVESTMENT

- 3.1 The Bank anticipates but does not guarantee that a return may be generated from the investment. The Bank may publish the return as an expected rate of return.
- 3.2 In the event the expected return generated from the investment exceeds the anticipated rate of return, the Bank is entitled to retain the excess return after deduction of the Wakalah fee which the Customer acknowledges shall be considered as an incentive for the Bank for its performance.
- 3.3 In the event the earning from the investment is less than the anticipated rate of return, the Customer is entitled to the earning less the Wakalah fee.

4. PAYMENT OF RETURN

- 4.1 The Customer acknowledges that the payment of returns shall vary in accordance with the specific terms and conditions and product features of the facilities and/or services.

5. DEPOSIT AND WITHDRAWALS

- 5.1 The Bank accepts deposits from the Customer in cash or by any of the banking customary practices. Deposits by third parties into the Customer's account may be accepted without liability on the Bank's part.
- 5.2 Where the Bank has provided special services/facilities for eg. through the Bank's Cash/Cheque Deposit Machines (CDMs) to receive cash and cheques, the Customer shall follow the prescribed procedures correctly.
- 5.3 Cash drawings can be made over the counter or vide any of the Bank's Cards which allow for the same.
- 5.4 The Bank reserves the right to refuse to accept collection cheques and other monetary instruments which in the Bank's opinion are irregular in any manner or which are not in accordance with Shariah requirements or which may have been altered notwithstanding that the alteration may have been countersigned by the drawer.
- 5.5 Cheques received for collection but dishonoured may be returned to the Customer at his/her own risk and expense.
- 5.6 For Micro Small Medium Enterprise ("MSME") account, if within a period of twelve (12) months, the Customer's cheques have been returned six (6) times or any number of times as determined by the Bank from time to time, the Bank reserves the right at its sole discretion to close the Customer's account or change Customer's MSME account to the normal current account.
- 5.7 The Bank may refuse to accept any deposits or withdrawals whenever there is breakdown or failure in the on-line computer system whether such breakdown or failure be total or partial.

6. REMITTANCES

- 6.1 The Bank shall credit all the incoming remittances and Drafts of the Customer into the Customer's accounts in the currency of such accounts unless the Bank receives instructions contrary thereto from the Customer and the deposit shall be at the exchange rate prevailing on the same day of the deposit.
- 6.2 All the transfers effected by the Bank according to the Customer's instruction shall be at the Customer's expense and the Bank shall not be held liable if the amounts credited to the Customer's accounts are reduced due to the charges or decline in value/currency and the Bank shall not be responsible if the Customer is unable to avail of the funds on account of any restrictions issued by the relevant authorities.
- 6.3 The Bank shall not be liable for the consequences ensuing from any irregularity, delay, mistake, telegraphic error, omission or misinterpretation that may arise from and against any loss which may be incurred through the omission of its correspondents in ensuring proper identification of the persons named in the instructions or retaining the funds.
- 6.4 Should all or any of these transfers be unpaid and refunded to the Bank, the Customer can only claim the value thereof at the buying rate of the day when the refund takes place. The refund will only be effected upon confirmation from the Bank's correspondents that the funds are unpaid and that the original instructions have been cancelled.

7. STANDING INSTRUCTIONS

- 7.1 The Customer undertakes to ensure sufficient funds are kept in the account to meet payment.
- 7.2 The instruction is subject to any arrangement now subsisting or which may hereafter subsist between the Customer and the Bank in relation to the Customer's account.
- 7.3 The Bank may at its absolute discretion terminate the instruction as to the future payments at any time by notice in writing to the Customer or without notice at any time being advised by the above named payee that no further payment is required or without assigning any reason thereto.
- 7.4 The Standing Instructions will remain effective in respect of payments made in good faith notwithstanding the Customer's death or bankruptcy or the revocation of this instruction by any other means until written notice of the Customer's death or bankruptcy or of such revocation is received by the Bank.

8. CONDITIONS TO JOINT ACCOUNT (INDIVIDUAL)

- 8.1 All deposits made in a Joint Account and the inward transfers to this account shall be deemed to be owned by the Account holders unless stipulated otherwise.
- 8.2 Any of the Joint Account holders or their representatives should not request credit facilities in their personal names secured by the Joint Account without written approval from all the Joint Account holders.
- 8.3 The Joint Account holders authorize the Bank to include his/her share in the joint account to set-off with his/her other various accounts.
- 8.4 If in any event any joint holder account dies, the following procedure shall apply:
 - i) any available balance in the Joint Account (in the absence of contrary instruction/agreement in writing) shall belong to the survivor(s) of the Joint Account which the survivorship principle applies;
 - ii) the Bank shall pay all or any part thereof to one or more such person and such right shall not be affected by the death, insanity or other disability of any one or more of such persons;
 - iii) any payment made by the Bank to the survivor(s) shall constitute a complete discharge of the Bank's liability under the Joint Account.

9. CONDITIONS RELATING TO ACCOUNTS BELONGING TO COMPANIES/ ORGANIZATIONS

- 9.1 Authorised persons shall handle all the banking and investment transactions with the Bank to the extent of the powers expressly granted to them.
- 9.2 The Company/Organization shall promptly inform the Bank of any changes in its Memorandum and Articles of Association or its By-laws or the change of the legal form or any change in its Constitution, Board of Directors, Partners, Representatives or changes in the authorized signatories.
- 9.3 The partners declare that in case of the amendment in the powers of any partner representing the Company/Organization whether due to withdrawal, resignation or dismissal or to any amendment of the Memorandum of Association or the change of its name or the loss of legal capacity of any partners or the declaration of his/her bankruptcy or death, or joining or withdrawals of one or more partners, the remaining partners shall be fully liable on behalf of the Company/Organization and the Bank shall have the right to attach all the credit amounts of the Company.

10. CONDITIONS RELATING TO ACCOUNTS OF SOCIETIES OR CLUBS

- 10.1 The Customer agrees to provide the relevant resolutions to authorize the opening of the account and to provide specimen signatures for the operation of the account.
- 10.2 The instructions given by the Customer pertaining to the operation of the account shall remain in force until the Bank receives written notice to revoke such instructions notwithstanding any change in the constitution and membership whether by death, bankruptcy, retirement or admission of new members or otherwise.

11. CHANGE IN TERMS AND CONDITIONS

- 11.1 The Bank reserves the right to add, modify, vary or delete any of these terms and conditions and such changes shall become effective upon notice of such changes by any mode of communication the Bank deems appropriate. Upon the issuance of such notices, the Customer shall be bound by such changes.

11.2 If the Customer disagrees with the changes to the terms and conditions, the Customer shall be entitled to terminate the agreement.

12. TARIFFS

- 12.1 In availing of any of the Bank's facilities and/or services, the Customer agrees to pay the fees and charges imposed by the Bank in providing the Customer with the facilities and/or services and as varied by the Bank from time to time.
- 12.2 The Customer acknowledges that the Bank may at its sole discretion revise/amend/vary any of the Bank's fees and charges provided the Customer is notified of such changes through any means the Bank deems appropriate.
- 12.3 The Bank's Tariff of fees and charges for depository services and its facilities and/or services as may be imposed and/or revised by the Bank from time to time may be accessed through the Bank's website or provided to the Customer upon request.

13. STATEMENT

- 13.1 The Customer may be provided with periodic statements detailing all movement and operation including transactions in the account and can be accessed via on-line or any other mode as provided by the Bank.
- 13.2 The statement of account shall be conclusive and binding upon the Customer unless the Bank is notified in writing of any errors/irregularities within fourteen (14) days of the date of the statement.

14. DORMANT ACCOUNT

- 14.1 The account shall be considered dormant if no transactions are effected for a period exceeding twelve (12) months. In which event, the Bank may elect to terminate the Wakalah provided the Bank duly notifies the Customer of such intention to terminate.
- 14.2 The Customer agrees that the Bank will perform automatic renewal/roll-over of investments held in Term Deposits until such time the Bank elects to terminate such investments. The prescribed period shall be as stated in the specific terms and conditions and product features of the product and may be varied by the Bank from time to time.
- 14.3 The Bank reserves the right to impose charges on such Dormant Accounts and to debit the amount for such charge from any of the Customer's accounts held with the Bank.

15. UNCLAIMED BALANCES

- 15.1 Pursuant to the Islamic Banking Order 2008 for accounts classified under Unclaimed Monies, that is accounts which have been inactive or have not been operated on for six (6) years or more and upon all reasonable attempts by the Bank to inform/locate the Customer of the existence of such monies, the Bank shall surrender the balance in the account to the Autoriti Monetari Brunei Darussalam ("AMBD"). Henceforth, the owner of the monies would have to claim the monies directly from AMBD.

16. LIABILITY AND INDEMNITY

- 16.1 The Customer shall keep the Bank indemnified on a full indemnity basis at all times and save the Bank harmless from all actions, proceedings, claims, losses, liabilities, damages, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank performing its obligations hereunder or acting upon the Customer's instruction whether written or oral unless due to the wilful default of the Bank.
- 16.2 The liability of the Customer shall be continuing and shall remain in full force and effect until the Customer fully discharges such liability to the Bank.

17. RIGHT OF SET-OFF

- 17.1 The Bank shall have an absolute right to combine/merge/consolidate any/all of the Customer's accounts held with the Bank for the purpose of setting off debit balance against available credit balance or to reimburse itself for recovery of dues of commitments for which the Customer is liable.
- 17.2 The Customer further agrees that the Bank may at any time and without giving any prior notice freeze, set off or transfer any amounts between the Customer's accounts irrespective of the types or names of the accounts, whether individual and/or joint account, in local or foreign currency so that each account shall be considered as security for the other accounts, individually or jointly for the purpose of settling any debts of the Customer or the party(s) guaranteed by the Customer to the Bank.

18. CLOSURE OF ACCOUNT

- 18.1 The account shall be deemed closed when the Customer's:
- Account is dormant and any/all unclaimed monies are transferred to AMBD as stipulated in Clause 14.2 hereinabove; and/or
 - Cheques are returned in accordance to Clause 5.6 hereinabove.
- 18.2 The Bank is at liberty to close the Customer's account immediately without assigning any reason thereto.
- 18.3 Upon the closure of the account by either the Bank or the Customer, all unused cheques shall become the property of the Bank and the Customer shall immediately return the unused cheques to the Bank.
- 18.4 In the event of death, insanity, bankruptcy or winding up the Bank is entitled to immediately freeze and/or close the Account until the receipt of an order from Court/Authority and/or submission of relevant documents.

19. DURATION

- 19.1 Any account in the Product Features which requires a minimum term the validity of such account may be automatically extended upon the expiry of such term for a further period as prescribed by the Bank.

20. EARLY TERMINATION

- 20.1 The Customer acknowledges that certain facilities necessitate at least a minimum period. In the event of any termination before the expiration of the minimum period, the Bank is entitled to recover any actual loss due to the early termination.
- 20.2 In the event of early termination, the Customer acknowledges that for certain facilities and/or services, the Customer may not be entitled to payment of any returns and any such entitlement shall be solely determined by the Bank at its discretion.

21. CHANGE OF ADDRESS, SIGNATURE OR PARTICULARS

- 21.1 The Customer is required to notify the Bank of any change in the Customer's particulars such as a change of residential address or a change in the Company's authorized as soon as possible. All communications including the service of any legal process sent by post or left at the last known address of the Customer provided to the Bank shall be deemed to have been duly delivered to and received by the Customer.
- 21.2 The Customer agrees not to hold the Bank liable in the event the Customer does not receive any communications/correspondences ensuing thereto.

22. SUSPICIOUS TRANSACTIONS

- 22.1 All financial transactions including the opening of an account with the Bank are subject to the Bank's existing internal policies and procedures on Know-Your-Customer ("KYC") and Anti-Money Laundering ("AML") and applicable laws including the Criminal Asset Recovery Order, 2012.
- 22.2 If the Bank knows or has reasonable grounds to believe or suspect any transactions or certain funds have been derived or realized directly or indirectly from the commission of unlawful activities, the Bank reserves the right to reject such transactions and report the matter to the relevant authorities.

23. RULES AND REGULATIONS OF REGULATORY BODIES

- 23.1 Without prejudice to these terms and conditions and the Bank's Rules and Regulations, where applicable, these terms and conditions shall also be subjected to such rules, regulations, guidelines and/or directives imposed upon the Bank from time to time and applicable laws.
- 23.2 Any such changes will be notified to the Customer within such period as deemed reasonable by the Bank.

24. GOVERNING LAW AND JURISDICTION

- 24.1 These terms and conditions shall be governed by and construed in accordance with the Laws of Brunei Darussalam.
- 24.2 The Courts of Brunei Darussalam shall have the exclusive jurisdiction over any dispute that may arise in connection with the construction or performance of these terms and conditions.

25. GENERAL

- 25.1 The Customer consents to the Bank disclosing any information pertaining to the Customer's account(s) held with the Bank to:
- authorized personnel within the Bank's Group with a need to know such information for whatever purpose;
 - to police or other public officers conducting an investigation in relation to any offence;
 - to other banks/financial institutions/other institutions for whatever purposes including credit purposes;
 - to any local authority/court of law in Brunei Darussalam where such disclosure is required by law/regulation.
- 25.2 The Customer acknowledges and agrees that the Bank may, at its sole discretion, take any action the Bank deems fit and appropriate including but not limited to suspend or hold the Customer's account(s) held with the Bank where:
- the Customer fails to provide the Bank with the information/documents requested by the Bank within the period prescribed by the Bank or;
 - pursuant to any Court Order or instructions/directions received from any regulatory body/agency ("the Authorities");
 - the Bank has reasonable cause to carry out such action.
- 25.3 The Customer agrees that the actions taken by the Bank shall remain in effect and agrees not to hold the Bank responsible for such action until the Customer provides the Bank with the information/documents as requested or until further order/instructions/directions from the Court/the Authorities.
- 25.4 Any waiver by the Bank of any breach by a Customer shall not be construed as permanent waiver and such waiver will not affect adversely the rights of the Bank under these terms and conditions at any other time.
- 25.5 In the event that any provision hereof shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not impair or affect the remaining provisions, all of which shall continue in full force and effect.
- 25.6 Words importing the singular number only include the plural number and vice versa.
- 25.7 These terms and conditions shall be binding upon the representatives, assigns and successors in title, liquidators and receivers of the Bank and the Customer respectively.
- 25.8 If there is any conflict or inconsistency between the English version and the Malay version of these terms, the English version shall prevail



Sila debit akaun Saya / Kami untuk caj yang dikenakan termasuk duti setem dan sediakan Saya / Kami dengan buku cek yang mengandungi 50 keping.

Nota: Sila rujuk Jadual Tarif di laman Web www.bibd.com.bn

Please debit My / Our account for the charges incurred inclusive of stamp duty and provide Me / Us with a cheque book(s) containing 50 leaves.

Note: Please refer to Schedule of Tariffs at www.bibd.com.bn

Nama Syarikat | Company Name

No. Akaun Syarikat | Company Account No.

Nama Orang Yang Dihubungi | Contact Person

No. Telefon Orang Yang Dihubungi | Contact Person No.:

CMO/CBG/CHQBRF/V1.0/2023
Company Registration No: RC00006420

UNTUK KEGUNAAN BANK SAHAJA | FOR BANK USE ONLY

Tarikh
Date

SV (Clerk)

SV (Officer)

Arahan pengambilan:

Instruction for collection:

Sila simpan buku cek yang baru sehingga Saya/Kami mengambilnya di cawangan _____.
Please keep the new cheque books pending my/our collection at _____ branch.

Saya/Kami membenarkan _____, nombor Kad Pengenalan (KP) _____ untuk mengambil buku cek yang baru bagi pihak Saya/Kami. I/We authorise _____, Identity Card Number (IC) _____ to collect the new cheque book(s) on my/our behalf.

Saya / Kami akujanji untuk bertanggungjawab sepenuhnya di atas arahan ini dan memberi persetujuan untuk mendedahkan maklumat yang berkaitan dengan akaun syarikat Saya / Kami kepada mana-mana pihak ketiga yang dilantik oleh Bank.

Saya/Kami bersetuju untuk menanggung BIBD terhadap segala liabiliti, kerosakan, kerugian atau perbelanjaan berhubung dengan apa-apa tuntutan, tindakan atau prosiding yang timbul daripada arahan Saya/Kami.

I / We undertake to be fully responsible on this instruction and give consent on the disclosure of My / Our information related to My / Our company account to any third parties appointed by the Bank.

I/We agree to indemnify the Bank against any liabilities, damages, losses or expenses in connection with any claims, actions or proceedings arising from My / Our instructions.

Tandatangan Yang Diberi Kuasa | Authorised Signatories

Tandatangan Yang Diberi Kuasa | Authorised Signatories

Saya/Kami dengan ini mengakui menerima _____ buku cek seperti yang dipohon yang bernombor siri _____ hingga _____ pada * _____ (tarikh perlu dinyatakan).

I/We hereby acknowledge receipt of _____ cheque books as requested bearing the serial number _____ to _____ on * _____ (date to be specified).

UNTUK KEGUNAAN BANK | FOR BANK USE ONLY

SV (Clerk)

SV (Officer)

Tandatangan / Signature

Tarikh / Date

No. K.P / IC No.

CMO/CBG/CHQBRF/V1.0/2023
Company Registration No: RC00006420

To:

Bank Islam Brunei Darussalam Berhad
Lot 159, Jalan Pemancha
Bandar Seri Begawan BS8711
Negara Brunei Darussalam

1. Authority to open account

We
(insert full names of all partners) being all the present individual partners trading or practicing for the time being under the style or firm of
(full name of firm) ('the Firm') whose address is
.....
(full address) request and authorise you :

1.1. To open accounts

To open an account or accounts in the name of the firm with you at (specify branch) and at any time subsequently to open such further account(s) in our name of whatever nature as (one of us or / any 2 of us / or all of us / or as appropriate) may direct;

1.2. To revoke all previous authorities

To revoke all previous authorities given to you, but so that such revocation shall not affect any cheques, drafts, order to pay, bills of exchange, promissory notes, orders to withdraw, instructions, applications, requests, instruments or contracts date earlier than the date below.

2. Further request and authorisation

We also request and authorise you, until you receive from any one of us notice in writing to the contrary:

2.1. To honor cheques etc.

To honor and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made by or on behalf of the Firm drawn upon or addressed to or made payable with you whether such account or accounts is or are in credit or in debit or may become overdrawn in consequence or otherwise (but without prejudice to your right refuse to allow any overdraft or increase of overdraft beyond any specified overdraft limit from time to time) provided that the same are signed by (one of us / any 2 of us / or all of us / or as appropriate);

2.2. To honor orders to withdraw money etc.

To honor and comply with any orders to withdraw any or all money on any accounts of the Firm or with instructions to deliver, dispose of or deal with any securities, deeds or documents or other property (including instructions relating to security boxes and their contents) whatsoever from time to time in your possession for the accounts or accounts of the Firm whether by the way of security or safe custody or otherwise provided that the same are signed by (one of us / any 2 of us / or all of us / or as appropriate);

2.3. To act on instructions with regard to securities etc.

To act on any instructions with regard to the purchase or sale of or other dealings in securities or documents of the Firm or any foreign currency, to accept and act on any application or request for the issue of any letter of credit, guarantee, indemnity or counter – indemnity and any instructions in relation to any letter of credit, guarantee, indemnity or counter – indemnity and to act on any instructions with regard to any other transactions of any kind of the Firm or with regard to any such account or accounts in every case whether any account or accounts of the Firm is or are in credit or in debit or may in consequence become overdrawn or otherwise (but without prejudice to your right to refuse to allow any overdraft or increase of overdraft beyond any limit from time to time) provided that the same are signed by (one of us / any 2 of us / or all of us / or as appropriate);

2.4. To grant overdraft facilities etc

To grant overdraft, other financing facilities or accommodation for the account of the Firm, and by way of security to accept as duly signed or executed on behalf of the Firm and documents creating or evidencing any charge or pledge over or in respect of any securities, deeds or documents or other property (including security boxes and their contents) whatsoever from time to time in your possession for the account or accounts of the Firm whether by way of security of safe custody or otherwise provided that the same are signed by (one of us or / any 2 of us / or all of us / or as appropriate).

3. Joint and several liabilities.

We agree that we shall be jointly and severally liable for any overdraft, the financing facilities or accommodation which shall be granted on any account or accounts of the Firm together with all interest, commission and other banking chargers and expenses.

4. Instruction to countermand cheques etc.

We agree that you act on any instruction to countermand or revoke any cheque, draft or other order to pay before it is effected provided that the same is signed by (one of us / or any 2 of us / or all of us / or as appropriate).

5. To close account.

We agree that you may close at any time and from time to time any account of the Firm with you by giving 7 days' notice in writing to the Firm as its address, for correspondence given below or such other address for such purpose from time to time notified by (one of us / or any 2 of us / or all of us / or as appropriate) writing to you.

6. Not to restrict Bank's right to lien etc.

We agree that nothing in the arrangement between you and the Firm shall be treated as constituting an implied agreement restricting or negating any lien, pledge charge, right of set-off or other right you may have existing or implied by law.

7. Change in Firm's constitution.

In the event of any alteration in the constituting of the Firm, due notice in writing will be binding on the partnership if given in the Firm's name by (one of us / or any 2 of us / or all of us / or as appropriate).

8. Effect of partner ceasing to be member of Firm.

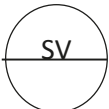
Upon any partner ceasing to be a member of the Firm by death or otherwise you may in the absence of written notice to the contrary from (one of us / or any 2 of us / or all of us / or as appropriate).

9. Statements of account.

We agree that we will examine all statements supplied by you setting out transactions on any of our accounts and agree that, unless we object in writing to any matters contained in such statement within 14 days of the date of such statement, we shall be deemed conclusively to have accepted all the matters contained in such statement as true and accurate in all respect.

10. Authority to remain in force until written revocation.

This authority shall remain in force until written revocation of it by (one of us / or any 2 of us / of all of us / or as appropriate) or by the executors personal representative, or trustees of an outgoing partner shall be received by you notwithstanding any change in the constituting or name of the Firm and shall apply notwithstanding any change in the membership of the Firm by reason of death, bankruptcy, retirement, disability or otherwise of any partner or the admission of any new partner or partners.



(Signature of each partner)

Name : _____

I/C : _____

Date : _____

(Signature of each partner)

Name : _____

I/C : _____

Date : _____

(Signature of each partner)

Name : _____

I/C : _____

Date : _____

(Signature of each partner)

Name : _____

I/C : _____

Date : _____

Please read these instructions before completing the form.

The Revenue Division, Ministry of Finance under the regulations based on the OECD Common Reporting Standard (“CRS”) require Bank Islam Brunei Darussalam Berhad (“BIBD”) to collect and report certain information about an account holder’s tax residency. If the account holder’s tax residence is located outside Brunei Darussalam, we may be legally obliged to pass on the information in this form and other financial information with respect to your financial accounts to the Revenue Division, Ministry of Finance and they may exchange this information with tax authorities of another jurisdiction(s) pursuant to intergovernmental agreements to exchange financial account information.

You can find summaries of defined terms such as an account holder, and other terms, in the Appendix.

This form will remain valid unless there is a change in circumstances relating to information, such as the account holder’s tax status or other mandatory field information, that makes this form incorrect or incomplete. In that case, you must notify us and provide an updated self-certification.

This form is intended to request information consistent with the Income Tax Order, 2017.

Even if you have already provided information in relation to the United States Government’s Foreign Account Tax Compliance Act (“FATCA”), you may still need to provide additional information to the CRS as this is a separate requirement.

Please complete this form where you need to self-certify on behalf of an entity account holder.

Entity Tax Residency Self-Certification Form

(Please complete parts 1-3 in BLOCK CAPITALS. All fields marked with * are mandatory.)

Part 1 – Identification of Account Holder

A. Legal Name of Entity/Branch: _____

B. Country of Incorporation or Organization: _____

C. Current Residence Address:

Line 1 (e.g. House/Apt/Suite)

Name, Number, Street): * _____

Line 2 (e.g. Town/City/Province/

County/State): * _____

Country: * _____

Postal Code/ZIP Code: * _____

D. Mailing Address: (please only complete if different to the address shown in Section C above)

Line 1 (e.g. House/Apt/Suite)

Name, Number, Street): * _____

Line 2 (e.g. Town/City/Province/

County/State): * _____

Country: * _____

Postal Code/ZIP Code: * _____

Part 2 – Entity Type Please provide the Account Holder’s Status by ticking one of the following boxes.

1. (a) Financial Institution – Investment Entity

i. An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution

(Note: if this box is ticked, please also complete **Part 2(a)** below)

ii. Other Investment Entity

(b) Financial Institution – Depository Institution, Custodial Institution, or Specified Insurance Company

If you have ticked **(a)** or **(b)** above, please provide, if held, the Account Holder’s Global Intermediary Identification Number (“GIIN”) obtained for FATCA purposes.

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(c) Active NFE – a corporation the stock of which is regularly traded on an established securities market or a corporation which is a related entity of such a corporation.

If you have ticked **(c)**, please provide the name of the established securities market on which the corporation is regularly traded: _____

If you are a Related Entity of a regularly traded corporation, please provide the name of the regularly traded corporation that the Entity in **(c)** is a Related Entity of:

(d) Active NFE – A Government Entity or Central Bank

(e) Active NFE – An International Organisation

(f) Active NFE – other than (c) – (e) (for example, a start-up NFE or a non-profit NFE)

(g) Passive NFE (Note: if this box is ticked, please also complete **Part 2(2) below)**

2. If you have ticked 1(a)(i) or 1(g) above, then please:

a. Indicate the name of any Controlling Person(s) of the Account Holder: *

b. Complete “Complete Person tax residency self-certification form” for each Controlling Person. * Please see the definition of Controlling Person in the Appendix.

Part 3 – Country / Jurisdiction of Residence for Tax Purposes and related Taxpayer Identification Number (“TIN”) or functional equivalent (see Appendix)

Please complete the following table indicating (i) where the Account Holder is tax resident and (ii) the Account Holder’s TIN for each country/jurisdiction indicated. Countries/Jurisdictions adopting the wider approach may require that the self-certification include a tax identifying number for each country/jurisdiction of residence (rather than for each Reportable Jurisdiction).

If the Account Holder is not tax resident in any country/jurisdiction (e.g., because it is fiscally transparent), please indicate that on line 1 and provide its place of effective management or jurisdiction in which its principal office is located.

If the Account Holder is tax resident in more than three countries/jurisdictions, please use a separate sheet.

If a TIN is unavailable please provide the appropriate **reason A, B or C** where indicated below:

Reason A - The country/jurisdiction where the Account Holder is resident does not issue TINs to its residents

Reason B - The Account Holder is otherwise unable to obtain a TIN or equivalent number (*Please explain why you are unable to obtain a TIN in the below table if you have selected this reason*)

Reason C - No TIN is required. (*Note: Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction*)

	Country / Jurisdiction of Tax Residence	TIN	If no TIN available, enter Reason A, B, or C
1			
2			
3			

Please explain in the following boxes why you are unable to obtain a TIN if you selected Reason B above.

1	
2	
3	

Part 4 – Declarations and Signature*

I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing the Account Holder's relationship BIBD setting out how BIBD may use and share the information supplied by me.

I acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be provided to the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial account information.

I hereby certify that I am authorised to sign for the Account Holder in respect of all the account(s) to which this form relates.

I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.

I undertake to advise BIBD within **thirty (30)** days of any change in circumstances which affects the tax residency status of the entity identified in Part 1 of this form or causes the information contained herein to become incorrect or incomplete, and to provide BIBD with a suitably updated self-certification and Declaration within **thirty (30)** days of such change in circumstances.

Signature: *

Print name: *

IC no./ Passport no.: *

Date: *

Note: *Please indicate the capacity in which you are signing the form (for example 'Authorised Officer'). If signing under a power of attorney, please also attach a certified copy of the power of attorney.*

Capacity: *

Appendix – Definitions

“Account Holder” The term “Account Holder” means the person listed or identified as the holder of a Financial Account. A person, other than a Financial Institution, holding a Financial Account for the benefit of another person as an agent, a custodian, a nominee, a signatory, an investment advisor, an intermediary, or as a legal guardian, is not treated as the Account Holder. In these circumstances that other person is the Account Holder. For example, in the case of a parent/child relationship where the parent is acting as a legal guardian, the child is regarded as the Account Holder. With respect to a jointly held account, each joint holder is treated as an Account Holder.

“Active NFE” An NFE is an Active NFE if it meets any of the criteria listed below. In summary, those criteria refer to:

- active NFEs by reason of income and assets;
- publicly traded NFEs;
- Governmental Entities, International Organisations, Central Banks, or their wholly owned Entities;
- holding NFEs that are members of a nonfinancial group;
- start-up NFEs;
- NFEs that are liquidating or emerging from bankruptcy;
- treasury centres that are members of a nonfinancial group; or
- Non-profit NFEs.

An entity will be classified as Active NFE if it meets any of the following criteria:

- a) less than 50% of the NFE’s gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- b) the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;
- c) the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- d) substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- e) the NFE is not yet operating a business and has no prior operating history, (a “start-up NFE”) but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
- f) the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- g) the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; **or**
- h) the NFE meets all of the following requirements (a “non-profit NFE”) :
 - i) it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
 - ii) it is exempt from income tax in its jurisdiction of residence;
 - iii) it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;

iv) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and

v) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision.

Note: Certain entities (such as U.S. Territory Non-Financial Foreign Entities (NFFE)) may qualify for Active NFFE status under FATCA but not Active NFE status under the CRS.

"Control" over an Entity is generally exercised by the natural person(s) who ultimately has a controlling ownership interest (typically on the basis of a certain percentage (e.g. 25%)) in the Entity. Where no natural person(s) exercises control through ownership interests, the Controlling Person(s) of the Entity will be the natural person(s) who exercises control of the Entity through other means. Where no natural person or persons are identified as exercising control of the Entity through ownership interests, the Controlling Person of the Entity is deemed to be the natural person who holds the position of senior managing official.

"Controlling Person" This is a natural person who exercises control over an entity. Where that entity is treated as a Passive Non-Financial Entity ("NFE") then a Financial Institution must determine whether such Controlling Persons are Reportable Persons. This definition corresponds to the term "beneficial owner" as described in Recommendation 10 and the Interpretative Note on Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012).

Controlling Persons of a trust, means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust (including through a chain of control or ownership). The settlor(s), the trustee(s), the protector(s) (if any), and the beneficiary(ies) or class(es) of beneficiaries, must always be treated as Controlling Persons of a trust, regardless of whether or not any of them exercises control over the activities of the trust.

Where the settlor(s) of a trust is an Entity then the CRS requires Financial Institutions to also identify the Controlling Persons of the settlor(s) and when required report them as Controlling Persons of the trust.

In the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions.

"Custodial Institution" means any Entity that holds, as a substantial portion of its business, Financial Assets for the account of others. This is where the Entity's gross income attributable to the holding of Financial Assets and related financial services equals or exceeds 20% of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the Entity has been in existence.

"Depository Institution" means any Entity that accepts deposits in the ordinary course of a banking or similar business.

"Entity" The term "Entity" means a legal person or a legal arrangement, such as a corporation, organisation, partnership, trust or foundation.

"FATCA" stands for the U.S. provisions commonly known as the Foreign Account Tax Compliance Act, which were enacted into U.S. law as part of the Hiring Incentives to Restore Employment (HIRE) Act on March 18, 2010. FATCA creates a new information reporting and withholding regime for payments made to certain non-U.S. financial institutions and other non-U.S. entities.

"Financial Institution" means a "Custodial Institution", a "Depository Institution", an "Investment Entity", or a "Specified Insurance Company". Please see the relevant domestic guidance and the CRS for further classification definitions that apply to Financial Institutions.

"Investment Entity" The term "Investment Entity" includes two types of Entities:

(i) an Entity that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:

- Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
- Individual and collective portfolio management; or
- Otherwise investing, administering, or managing Financial Assets or money on behalf of other persons.

Such activities or operations do not include rendering non-binding investment advice to a customer.

(ii) The second type of "Investment Entity" ("Investment Entity managed by another Financial Institution") is any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets where the Entity is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity.

"Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution" is any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets if the Entity is (i) managed by a Financial Institution and (ii) not resident in, or a branch located in, a Participating Jurisdiction.

"Investment Entity managed by another Financial Institution"

An Entity is “managed by” another Entity if the managing Entity performs, either directly or through another service provider on behalf of the managed Entity, any of the activities or operations described in clause (i) above in the definition of ‘Investment Entity’.

An Entity only manages another Entity if it has discretionary authority to manage the other Entity’s assets (either in whole or part). Where an Entity is managed by a mix of Financial Institutions, NFEs or individuals, the Entity is considered to be managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity, if any of the managing Entities is such another Entity.

“NFE” is any Entity that is not a Financial Institution.

“Non-Reporting Financial Institution” means any Financial Institution that is:

- a Governmental Entity, International Organisation or Central Bank, other than with respect to a payment that is derived from an obligation held in connection with a commercial financial activity of a type engaged in by a Specified Insurance Company, Custodial Institution, or Depository Institution;
- a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; a Pension Fund of a Governmental Entity, International Organisation or Central Bank; or a Qualified Credit Card Issuer;
- an Exempt Collective Investment Vehicle; or
- a Trustee-Documented Trust: a trust where the trustee of the trust is a Reporting Financial Institution and reports all information required to be reported with respect to all Reportable Accounts of the trust;
- any other defined in a countries domestic law as a Non-Reporting Financial Institution.

“Participating Jurisdiction” A “Participating Jurisdiction” means a jurisdiction with which an agreement is in place pursuant to which it will provide the information required on the automatic exchange of financial account information set out in the Common Reporting Standard and that is identified in a published list.

“Participating Jurisdiction Financial Institution” The term “Participating Jurisdiction Financial Institution” means (i) any Financial Institution that is tax resident in a Participating Jurisdiction, but excludes any branch of that Financial Institution that is located outside of that jurisdiction, and (ii) any branch of a Financial Institution that is not tax resident in a Participating Jurisdiction, if that branch is located in such Participating Jurisdiction.

“Passive NFE” Under the CRS a “Passive NFE” means any NFE that is not an Active NFE. An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution is also treated as a Passive NFE for purposes of the CRS.

“Related Entity” another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose, control includes direct or indirect ownership of more than 50% of the vote and value in an Entity.

“Reportable Account” The term “Reportable Account” means an account held by one or more Reportable Persons or by a Passive NFE with one or more Controlling Persons that is a Reportable Person.

“Reportable Jurisdiction” A Reportable Jurisdiction is a jurisdiction with which an obligation to provide financial account information is in place and that is identified in a published list.

“Reportable Jurisdiction Person” is an Entity that is tax resident in a Reportable Jurisdiction(s) under the tax laws of such jurisdiction(s) - by reference to local laws in the country where the Entity is established, incorporated or managed. An Entity such as a partnership, limited liability partnership or similar legal arrangement that has no residence for tax purposes shall be treated as resident in the jurisdiction in which its place of effective management is situated. As such if an Entity certifies that it has no residence for tax purposes it should complete the form stating the address of its principal office.

Dual resident Entities may rely on the tiebreaker rules contained in tax conventions (if applicable) to determine their residence for tax purposes.

“Reportable Person” A Reportable Person is an individual (or entity) that is tax resident in a Reportable Jurisdiction under the laws of that jurisdiction. The Account Holder will normally be the “Reportable Person”; however, in the case of an Account Holder that is a Passive NFE, a Reportable Person also includes any Controlling Persons who are tax resident in a Reportable Jurisdiction. Dual resident individuals may rely on the tiebreaker rules contained in tax conventions (if applicable) to solve cases of double residence for purposes of determining their residence for tax purposes.

“Resident for tax purposes”

Each jurisdiction has its own rules for defining tax residence, and jurisdictions have provided information on how to determine whether an entity is tax resident in the jurisdiction on the OECD website: www.oecd.org/tax/transparency/automaticexchangeofinformation.htm. Generally, an Entity will be resident for tax purposes in a jurisdiction if, under the laws of that jurisdiction (including tax conventions), it pays or should be paying tax therein by reason of his domicile, residence, place of management or incorporation, or any other criterion of a similar nature, and not only from sources in that jurisdiction. Dual resident Entities may rely on the tiebreaker rules contained in tax conventions (if applicable) to solve cases of double residence for determining their residence for tax purposes. An Entity such as a partnership, limited liability partnership or similar

legal arrangement that has no residence for tax purposes shall be treated as resident in the jurisdiction in which its place of effective management is situated. For additional information on tax residence, please talk to your tax adviser or see the OECD website www.oecd.org/tax/transparency/automaticexchangeofinformation.htm

“Specified Insurance Company” means any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

“TIN” (including “functional equivalent”) The term “TIN” means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the OECD website: www.oecd.org/tax/transparency/automaticexchangeofinformation.htm

Some jurisdictions do not issue a TIN. However, these jurisdictions often utilise some other high integrity number with an equivalent level of identification (a “functional equivalent”). Examples of that type of number include, for individuals, a social security/insurance number, citizen/personal identification/service code/number, and resident registration number.

KETERANGAN PELANGGAN | CUSTOMER'S DETAILS

No. CIF | CIF No. _____

Gelaran | Title _____

Nama Penuh | Full Name Sama Seperti dalam KP/ Paspot
Same as IC/ Passport _____

Nama Pendek | Short Name _____

Nama Lain | Other Name _____

Nama Asal | Former Name _____

Dokumen Pengenalan | Identification Document Kad Pengenalan | Identity Card Paspot | Passport Lain-Lain | Others

No. _____ No. _____

Tarikh Mansuh | Expiry Date _____ Tarikh Mansuh | Expiry Date _____ Tarikh Mansuh | Expiry Date _____

Alamat Tetap | Permanent Address _____
_____ Sendiri Own Sewa Rented Lain-lain Others _____Alamat Persuratan | Mailing Address Sama Seperti Alamat Tetap
Same as Permanent Address _____ Sendiri Own Sewa Rented Lain-lain Others _____Alamat Kediaman | Home Address Sama Seperti Alamat Tetap
Same as Permanent Address _____ Sendiri Own Sewa Rented Lain-lain Others _____

No. Telefon Rumah | Residential Telephone No. _____ No. Telefon Pejabat | Office Telephone No. _____

No. Telefon Bimbit | Mobile Telephone No. _____ Emel | Email _____

Tarikh Lahir | Date of Birth _____ Warganegara | Nationality _____ Bangsa | Race _____ Agama | Religion _____

Taraf Kelamin | Marital Status Bujang Single Kahwin Married Lain-lain Others _____ Nama Suami/Isteri | Spouse's Name _____

Jumlah Tanggungan | No. of Dependants _____

Tahap Pendidikan | Education Level Rendah Primary Menengah Secondary Diploma Diploma Ijazah Sarjana Muda Degree Lain-lain Others _____**KETERANGAN PEKERJAAN | EMPLOYMENT DETAILS**

Nama Majikan | Name of Employer _____

Alamat Majikan | Address of Employer _____

Pekerjaan | Occupation _____ Jawatan | Designation _____ Tempoh Perkhidmatan | Service Period _____

Pendapatan Bulanan | Monthly Income Dibawah \$1000 Below \$1000 \$1001-\$2499 \$2500-\$3499 \$3500-\$4999 \$5000-\$9999 Diatas \$10000 Above \$10000

Jumlah Bank Lain Yang Dilangani | Number of Other Banks Subscribed _____ Pendapatan Lain –Lain | Other Income _____

<p>Lampiran Enclosures</p> <p>Sila tanda (✓) dokumen-dokumen berikut yang disertakan bersama Borang Permohonan BizNet Please tick (✓) the following documents that are enclosed together with this BizNet Application Form</p> <p><input type="checkbox"/> Salinan Kad Pengenalan / Pasport (Depan & Belakang) Pentadbir Pelanggan, Penandatanganan Pelanggan, Pengguna Pelanggan, ditandatangani & salinan asal dilihat Photocopy NRIC / Passport (Back & Front) of Customer Administrator(s), Customer Signatory(ies), Customer User(s), to be signed & original sighted</p> <p><input type="checkbox"/> Salinan Sah Resolusi bagi Penggunaan BizNet BIBD (Rujuk Lampiran 2) Certified Copy of Resolution for Use of BIBD BizNet (Refer Appendix 2)</p> <p><input type="checkbox"/> Salinan Borang Pendaftaran Perniagaan / Sijil Pendaftaran Syarikat / Borang X Copy of Business Registration Form / Certificate of Incorporation / Form X</p> <p><input type="checkbox"/> Lain-lain: Sila nyatakan Others : Please specify _____ (Dokumen-dokumen yang berkaitan disertakan apabila perlu) (Relevant documents are provided only when necessary)</p>	<p>Hanya Untuk Kegunaan Bank For Bank Use Only</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">No. CIF CIF No.</td> <td style="width: 50%;"></td> </tr> <tr> <td>Kod Cawangan Branch Code</td> <td></td> </tr> </table>	No. CIF CIF No.		Kod Cawangan Branch Code	
No. CIF CIF No.					
Kod Cawangan Branch Code					

1. BUTIR-BUTIR PERNIAGAAN (Maklumat Pelanggan & Individu Untuk Dihubungi) | BUSINESS PARTICULARS (Customer Information & Contact Person)

ID Pelanggan _____ No. Pendaftaran Pelanggan _____
Customer ID _____ Customer Registration No. _____

Nama Pelanggan _____
Customer Name _____

Individu Untuk Dihubungi _____ Jawatan _____
Contact Person _____ Designation _____
(Hendaklah Pentadbir Pelanggan atau Penandatanganan Pelanggan | Must be Customer Administrator or Customer Signatory)

Alamat Persuratan _____ Poskod _____
Mailing Address _____ Postcode _____

No. Kad Pengenalan / Pasport _____ No. Pejabat _____ No. Faks _____
IC / Passport No. _____ Office No. _____ Fax No. _____

Alamat E-mel _____ No. Telefon. Bimbit _____
Email Address _____ Mobile No. _____

2. PAKEJ PRODUK | PRODUCT PACKAGE

Sila pilih dan tandakan (✓) salah satu daripada pakej berikut | Please select and tick (✓) on one of the following packages:

Standard Premium

Sila rujuk Jadual Tarif untuk maklumat lebih lanjut mengenai Pakej Produk | Please refer to Schedule of Tariffs for more information on Product Package

3. RINGKASAN PERMINTAAN TOKEN | SUMMARY OF TOKEN REQUEST

Sila nyatakan bilangan pengguna yang dikehendaki:
Please indicate number of users requested:

Kumpulan Group	Bilangan Pengguna No. of Users
Pentadbir Pelanggan Customer Administrator(s)	
Penandatanganan Pelanggan Customer Signatory(ies)	
Pengguna Pelanggan Customer User(s)	
Jumlah Total	

****Nota:**

- Token Percuma Maksimum : 5 Token
- Tambahan / Hilang : B\$20/ token
- Sila lengkapkan Lampiran 1 untuk maklumat pengguna

****Note:**

- Maximum Free Token : 5 tokens
- Extra / Lost : B\$20 / token
- Please complete Appendix 1 for user details

4. ARAHAN KHAS | SPECIAL INSTRUCTION

(i) Kawalan Pentadbiran Pelanggan : Semua kawalan pentadbiran hendaklah diluluskan oleh pentadbir kedua Customer Administration Control : All administration control must be approved by second administrator	<input type="checkbox"/> Ya Yes	<input type="checkbox"/> Tidak No
(ii) Pemberian Kuasa Pelanggan : Semua transaksi memerlukan penilai kedua Customer Authorisation : All transactions will require second approver	<input type="checkbox"/> Ya Yes	<input type="checkbox"/> Tidak No
(iii) Butir-butir Kutipan Token Token Collection Details		
Cawangan Kutipan Token Token Collection Branch _____		
Jika kutipan token dibuat oleh pihak ketiga, sila lengkapkan di bawah. If collection token is by third party, please complete below.		
Nama Pengutip Collector's Name _____		
No. Kad Pengenalan / Pasport Pengutip Collector's IC / Passport No. _____		
(iv) Pemberian Kuasa / Kebenaran Debit Debit Authorisation		
Saya / Kami bersetuju mendaftar bagi Pakej _____ . Saya / Kami memberi kuasa BIBD untuk mendebit akaun saya / kami bagi pembayaran yuran, jika ada.		
I / We agree to enroll for Package _____ . I / We authorise BIBD to debit our account for the payment of the fee, if any.		
Nama Akaun Account Name _____		
No. Akaun Account No. _____		
Yuran Yang Diserahkan Assigned Fee _____		
Jumlah Yuran Tambahan Token Extra Token Fee Total _____		

5. PENGHUBUNGAN AKAUN | ACCOUNT LINKAGE

Sila nyatakan Akaun yang awda ingin hubungkan untuk menggunakan BizNet. Hanya Akaun-Akaun Semasa, Pelaburan, Wakalah dalam Deposit dan Pembiayaan di bawah Syarikat yang boleh dihubungkan (Penghubungan Akaun-Akaun Pihak Ketiga adalah tidak dibenarkan).

Please indicate Account that you wish to link for the availment of the BizNet. Only Current, Investment, Wakalah in Deposit and Financing Accounts under the Company can be linked (Linkage of Third Party Accounts are not permitted).

Sila Hubungkan | Please Link Semua Akaun Semasa | All Current Accounts Semua Akaun Pelaburan | All Investment Accounts Semua Akaun Pembiayaan | All Financing Accounts

No. Akaun-Akaun Account No.	No. Akaun-Akaun Account No.
1.	6.
2.	7.
3.	8.
4.	9.
5.	10.

6. HAD TRANSAKSI HARIAN | DAILY TRANSACTION LIMIT

Sila nyatakan had harian yang dikehendaki. | Please indicate your requested limit.

Kategori Transaksi Transaction Category	Had Maksimum Harian Maximum Daily Limit	Kategori Transaksi Transaction Category	Had Maksimum Harian Maximum Daily Limit
<input type="checkbox"/> Pemindahan kepada Akaun BIBD Pihak Ketiga Transfer to third party BIBD Account	B\$ _____	<input type="checkbox"/> Pemindahan Telegraf Telegraphic Transfer	B\$ _____
<input type="checkbox"/> Pemindahan kepada Akaun Sendiri Transfer to Own BIBD Account	B\$ _____	<input type="checkbox"/> Pemindahan Dana Antara Bank Interbank Fund Transfer	B\$ _____
<input type="checkbox"/> Pembayaran Bil Bill Payment	B\$ _____	<input type="checkbox"/> Debit Langsung Direct Debit	B\$ _____
<input type="checkbox"/> Pembayaran Gaji Payroll	B\$ _____	<input type="checkbox"/> <i>Top-Up</i> Top-Up	B\$ _____
<input type="checkbox"/> Akaun Pelaburan Investment Account	B\$ _____	<input type="checkbox"/> Lain-lain. Sila nyatakan Others. Please specify: _____	B\$ _____

*****Nota:**

Jika dibiarkan kosong, had yang ditetapkan adalah seperti di bawah:

Pemindahan kepada Akaun BIBD Pihak Ketiga: B\$50K

Pemindahan kepada Akaun Sendiri: B\$200K

Pembayaran Bil: B\$30K

Pembayaran Gaji: B\$50K

Akaun Pelaburan (Penempatan Dana / Pengeluaran Dana): B\$50K

Pemindahan Telegraf: B\$50K

Pemindahan Dana Antara Bank: B\$50K

Debit Langsung: B\$50K

Top-Up: B\$50K

*****Note:**

If left blank, the limit which are set by default are shall be as follow:

Transfer to Third Party BIBD Account: B\$50K

Transfer to Own BIBD Account: B\$200K

Bill Payment: B\$30K

Payroll: B\$50K

Investment Account (Placement / Withdrawal): B\$50K

Telegraphic Transfer: B\$50k

Interbank Fund Transfer: B\$50K

Direct Debit: B\$50K

Top-Up: B\$50K

7. PENGAKUAN PEMOHON | DECLARATION BY APPLICANT

Saya/Kami dengan ini

1. Mengaku bahawa Saya / Kami telah melihat, membaca dan memahami Terma dan Syarat ("Terma") yang mengawal BizNet yang boleh didapati di <http://www.bibd.com.bn/business/corporate-services/bibd-biznet/> atau seperti yang dilampirkan dan bersetuju keseluruhannya untuk terikat dengan Terma.
2. Mengakui dan bersetuju bahawa BIBD boleh mengubah, mengubahsuai, menukar dan meminda Terma yang diterbitkan oleh BIBD dari semasa ke semasa dan sebarang Terma yang diubah, diubahsuai, ditukar dan dipinda hendaklah diterima oleh dan mengikat Saya / Kami.
3. Mengesahkan bahawa sebarang mandat atau arahan sedia ada yang mungkin Saya / Kami ada dengan BIBD akan dikenakan semata-mata berkaitan dengan transaksi yang tidak dilakukan melalui BizNet.
4. Mengesahkan dan mengaku bahawa segala maklumat yang diberikan adalah benar, tepat, dan lengkap dalam semua aspek pada tarikh permohonan ini dan Saya / Kami tidak menyembunyikan sebarang maklumat daripada BIBD.
5. Memberikan kerjasama sepenuhnya kepada BIBD dalam memberikan apa-apa maklumat / dokumen tambahan yang mungkin diperlukan oleh BIBD dari semasa ke semasa.
6. Bersetuju bahawa Saya / Kami akan bertanggungjawab sepenuhnya bagi tindakan Pentadbir Pelanggan dan Pengguna Pelanggan menggunakan BizNet untuk melaksanakan transaksi dan bersetuju untuk menanggung rugi BIBD bagi sebarang tuntutan, permintaan, arahan yang timbul daripada mandat yang Saya / Kami berikan dari semasa ke semasa.
7. Memahami dan mengesahkan bahawa BIBD mempunyai budi bicara untuk menolak, menggantung, menahan atau menarik balik sebarang permohonan bagi penggunaan BizNet berkaitan dengan mana-mana atau semua akaun Saya / Kami pada bila-bila masa tanpa memberikan apa-apa sebab.
8. Mengakui bahawa BIBD adalah berhak, dengan memberi notis yang munasabah terlebih dahulu kepada Saya / Kami untuk mengenakan caj yang semata-mata difikirkan patut bagi penggunaan mana-mana perkhidmatan yang dinyatakan di sini.

Bersama-sama ini disertakan satu salinan Resolusi Lembaga syarikat kami yang diperakui benar. (*Hanya berkenaan untuk syarikat-syarikat berhad).

I / We hereby

1. Declare that I / We have read and understood the terms and conditions ("the Terms") governing the BizNet which can be found at <http://www.bibd.com.bn/business/corporate-services/bibd-biznet/> or as may be attached herein and wholly agreed to be bound by the said Terms.
2. Acknowledge and agree that BIBD may alter, modify, vary and amend the Terms from time to time and such altered, modified, varied and amended Terms as notified by BIBD shall be and binding on Me / Us.
3. Confirm that any existing mandate or instructions which I / We may have with BIBD will apply in respect of transactions which are not effected through BizNet.
4. Confirm and declare that all the information provided herein is true, accurate, and complete in all respects as of the date of this application and I/We have not withheld any information from BIBD.
5. Extend my / our fullest co-operation to BIBD in providing BIBD with any further information/documents which BIBD may require from time to time.
6. Agree that I / We will be fully liable for any / all acts of the Customer Administrator and Customer Users using the BizNet to effect transactions and agree to indemnify BIBD for any ensuing claims, demands, actions arising from My / Our given mandate/ Instruction from time to time.
7. Understand and confirm that BIBD has the discretion to reject, suspend, block or withdraw any application for any availing the BIBD BizNet pertaining to any or all My / Our accounts at any time without assigning any reason thereto.
8. Acknowledge that BIBD is at liberty, by giving reasonable prior notice to Me / Us to impose such charges as it solely deems fit for the availment of any of the services stated herein.

Enclosed herewith is a certified true copy of our company's Board Resolution. (*Only applicable for limited companies).

Nama & Tandatangan Penandatangan Yang Dibenarkan |
Name & Signature of Authorised Signatory

Cop Syarikat / Pertubuhan / Kelab / Persatuan |
Company / Association / Club / Society Stamp

Nama & Tandatangan Penandatangan Yang Dibenarkan |
Name & Signature of Authorised Signatory

Tarikh | Date

SALINAN SAH RESOLUSI BAGI PENGGUNAAN BizNet | CERTIFIED COPY OF RESOLUTION FOR USE OF BizNet

Kepada | To: BANK ISLAM BRUNEI DARUSSALAM BERHAD
Lot 159, Jalan Pemancha
Bandar Seri Begawan BS8711
Brunei Darussalam

SALINAN SAH RESOLUSI BAGI PENGGUNAAN BizNet | CERTIFIED COPY OF RESOLUTION FOR USE OF BizNet

Estrak minit mesyuarat Lembaga Pengarah / Jawatankuasa _____ ("Pemohon")
yang diadakan / diluluskan pada hari _____ di _____. |
Extract of minutes of meeting of Board of Directors / Committee of _____ ("Applicant")
held / passed on the _____ day of _____.

Telah DIPUTUSKAN bahawa: | It was RESOLVED that:

1. Pemohon membuat permohonan dan melanggan BizNet dan mana-mana Perkhidmatan lain yang berkaitan, kemudahan dan Transaksi ("Perkhidmatan") yang boleh ditawarkan dari semasa ke semasa oleh Bank Islam Brunei Darussalam ("BIBD") di bawah Terma dan Syarat-syarat ("Terma") BizNet. |
The Applicant do request and subscribe for the use of BizNet and any other related Services, facilities and transactions ("the Services") which may be offered from time to time by Bank Islam Brunei Darussalam ("BIBD") under BizNet Terms and Conditions ("the Terms").
2. Pemohon telah menerima salinan Terma dan bersetuju untuk terikat dengan Terma dan tertakluk kepada apa-apa pindaan yang dibuat dari semasa ke semasa selaras dengan kuasa dan hak yang diberikan dalam Terma. |
The Applicant has received copies of the Terms thereof and consents to be bound by the Terms therein and subject to such amendments as may be effected from time to time pursuant to the powers and rights conferred in the Terms.
3. Semua / Mana-mana * _____ orang yang berikut ("Orang Yang Dibenarkan") adalah dan dengan ini diberi kuasa untuk bertindak bagi pihak Pemohon untuk melaksanakan salah satu atau lebih daripada perkara-perkara berikut atau tindakan atas nama dan bagi pihak Pemohon yang dinyatakan di bawah ("Perkara-perkara Ditetentukan") dari semasa ke semasa. |
All / Any * _____ of the following persons ("Authorised Personnel") be and are hereby authorised to act for the Applicant to perform any one or more of the following matters or actions in the name and on behalf of the Applicant set out below ("Specified Matters") from time to time.

(a) Orang yang Dibenarkan | Authorised Personnel

Nama Orang Yang Dibenarkan Name of Authorised Personnel	No. IC / Pasport IC / Passport No.	Jawatan Designation	Tandatangan Signature

(b) Perkara-perkara Ditetentukan | Specified Matters:

- i. untuk melengkapkan, membuat dan menandatangani sebarang perjanjian, borang, pelaksanaan, indemniti atau mana-mana dokumen lain termasuk sebarang pindaan atau pengubahsuaian, perundingan, tambahan atau perubahan dan memberikan apa-apa maklumat lanjut yang diperlukan oleh BIBD dari semasa ke semasa berkaitan dengan Perkhidmatan, termasuk tetapi tidak terhad kepada Borang Permohonan BizNet, sebagaimana Orang Yang Dibenarkan anggap wajar. |
to complete, enter into and sign any agreements, forms, undertakings, indemnities or any other documents including any amendments, modifications, negotiations, supplements or variations and to furnish with any further information as required by BIBD from time to time in connection with the Services, including but not limited to the BizNet Application Form, as the Authorised Personnel may consider appropriate.
- ii. untuk melantik, menambah, membatalkan dan menggantikan mana-mana orang sebagai Orang Yang Dibenarkan untuk tujuan Terma berkenaan dengan mana-mana atau semua Perkhidmatan sebagaimana Orang Yang Dibenarkan anggap wajar dan untuk menetapkan dan menentukan mandat atau kuasa Penandatanganan Pelanggan berhubung dengan pengendalian atau penggunaan mana-mana Perkhidmatan atau kemudahan atau mana-mana akaun Pemohon dengan Bank yang boleh diakses dan dikendalikan melalui Perkhidmatan ini. |
to appoint, add, revoke and replace any person or persons as a Authorised Personnel for the purpose of the Terms with respect to any or all such Services as the Authorised Personnel may consider appropriate and to set and determine the mandate or authority of the Customer Signatory in relation to the operation or utilization of any such Services or facility or of any account of the Applicant with the Bank which could be accessed and operated through the Services.
- iii. untuk melantik, menambah, membatalkan dan / atau mengganti mana-mana orang sebagai Pentadbir Pelanggan bagi tujuan Terma ini. |
to appoint, add, revoke and/or replace any person or persons as a Customer Administrator for the purpose of the Terms.
- iv. untuk memohon dan mendapatkan bagi pihak Pemohon sebarang Perkhidmatan atau kemudahan atau dari semasa ke semasa ditawarkan atau disediakan oleh BIBD melalui Perkhidmatannya. |
to apply for and obtain on behalf of the Applicant any Services or facility that are or may from time to time be offered or provided by BIBD through its Services.
- v. dan bersetuju dan menerima semua terma dan syarat-syarat yang dikenakan oleh Bank bagi menyediakan Perkhidmatan atau kemudahan. |
and to consent and accept all terms and conditions as may be imposed by the Bank for the provision of such Services or facility.
- vi. untuk melaksanakan atau memberi kuasa kepada mana-mana Penandatanganan Pelanggan untuk membuat sebarang Transaksi dengan BIBD yang mana boleh dilaksanakan melalui Perkhidmatan dan apa-apa terma sebagaimana yang dikehendaki oleh atau dipersetujui dengan BIBD. |
to effect or authorise any Customer Signatory to effect any Transaction or transactions with BIBD which could be effected through the Services and on such terms as may be required by or consented with BIBD.
- vii. untuk mengeluarkan sebarang / semua notis dan arahan kepada BIBD berkaitan dengan Perkhidmatan. | to issue any / or all notices and instructions to BIBD in connection with the Services.

4. Semua / Sebarang * _____ daripada Orang Yang Dibenarkan adalah dan dengan ini diberi kuasa untuk bertindak bagi Pemohon dan mengambil apa-apa tindakan atau membuat sebarang permintaan atau memberi apa-apa arahan bagi pihak Pemohon berkenaan dengan apa-apa perkara, ciri atau kemudahan atau persetujuan berkenaan dengan atau yang timbul dari Perkhidmatan (sebagaimana yang ditakrifkan dalam Terma) atau apa-apa kemudahan atau perkhidmatan yang disediakan melalui BizNet, atau operasi selain daripada Perkara-perkara yang ditentukan. |
All / Any * _____ of the Authorised Personnel be and are hereby authorised to act for the Applicant and to take any action or make any request or give any instruction on behalf of the Applicant with respect to any matter, feature or facility or arrangement concerning or affecting or arising from the Services (as defined in the Terms) or any facility or service provided through BizNet, or its operation other than the specified matters.
5. Resolusi ini hendaklah menjadi tambahan kepada dan hendaklah disifatkan sebagai berasingan daripada mana-mana resolusi lain yang diluluskan atau akan diluluskan atau mandat yang diberikan berhubung dengan akaun Pemohon (sama ada operasi atau sebaliknya) yang tidak berkaitan dengan BizNet. |
This resolution shall be in addition to and shall be deemed as separate from any other resolutions passed or to be passed or mandate given in relation to the accounts of the Applicant (be it operational or otherwise) which are not related to BizNet.
6. Semua transaksi yang dilakukan oleh pengguna yang diberi mandat yang dinyatakan di atas untuk kemudahan yang ditawarkan oleh BIBD adalah dibenarkan dan akan mengikat Pemohon. Pemohon bersetuju untuk tidak mengambil apa-apa tindakan terhadap BIBD dan kepentingannya dilindungi disebabkan melaksanakan arahan tersebut oleh penandatanganan di atas dengan cara yang disediakan. |
All transactions done by the mandated users as stated above for the facility offered by BIBD are authorised and will bind the Applicant. The Applicant agrees to hold BIBD harmless and its interests protected on account of it executing such Instruction by the above signatories in the manner provided.
7. Pemohon bersetuju dari semasa ke semasa dan pada setiap masa untuk menanggung rugi BIBD dan sentiasa menanggung kerugian BIBD daripada dan terhadap semua tuntutan, permintaan, tindakan, liabiliti dan perbelanjaan dalam apa jua keadaan yang mungkin dibuat atau diambil terhadap atau ditanggung oleh BIBD disebabkan oleh pemohon menggunakan Perkhidmatannya. |
The Applicant agrees from time to time and at all times to indemnify BIBD and keep BIBD indemnified from and against all claims, demands, actions, liabilities and expenses what so ever nature which may be made or taken against or incurred by BIBD on account of the Applicant availing its Services.
8. Pemohon tidak akan menyebabkan BIBD bertanggungjawab bagi apa-apa penukaran atau penyalahgunaan Perkhidmatan yang disediakan kepada Pemohon. |
The Applicant shall not hold BIBD responsible for any conversion or misuse of the Services made available to the Applicant.
9. Resolusi ini dimaklumkan kepada BIBD dan terus berkuat kuasa sehingga resolusi pindaan telah diluluskan oleh Pemohon dan salinan yang disahkan telah diterima oleh BIBD. |
These resolutions be communicated to BIBD and remain in force until an amending resolution shall have been passed by the Applicant and a certified copy thereof shall have been received by BIBD.

KAMI DENGAN INI MENGESAHKAN bahawa perkara di atas adalah ekstrak sebenar resolusi yang diluluskan oleh mesyuarat yang tersebut di atas, telah dimasukkan ke dalam Buku Minit dan telah ditandatangani di dalamnya oleh Pengerusi Mesyuarat dan mengikut Memorandum dan Artikel Persatuan atau dokumen perlembagaan yang sebanding dengannya. |

WE HEREBY CERTIFY that the foregoing is a true extract of the resolution duly passed by the meeting referred to hereinabove, has been entered into the Minute Book and has been signed therein by the Chairman / Director of the Meeting and is in accordance with our Memorandum and Articles of Association or equivalent constitutional documents.

Ditandatangani oleh Pengerusi / Pengarah |
Signed by Chairman / Director
Nama | Name:
No. KP / Pasport | IC / Passport No.:

Ditandatangani oleh Pengarah / Setiausaha Syarikat |
Signed by Director / Company Secretary
Nama | Name:
No. KP / Pasport | IC / Passport No.:

Cop Syarikat | Company Stamp

* Sila nyatakan bilangan Orang Yang Dibenarkan | Please indicate the number of Authorised Personnel

UNTUK KEGUNAAN BANK | FOR BANK USE

Disemak oleh Verified by <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Nama dan Tandatangan Name and Signature	Disahkan oleh Endorsed by <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Tarikh Date
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Nama dan Tandatangan Name and Signature	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Tarikh Date

UNTUK KEGUNAAN E-PERBANKAN | FOR E-BANKING USE

Penjejakan Tugas Pentadbir Admin Task Tracking	Pembuat (Inisial / Tarikh) Marker (Initial / Date)	Pemeriksa (Inisial / Tarikh) Checker (Initial / Date)	Penjejakan Tugas Pentadbir Admin Task Tracking	Pembuat (Inisial / Tarikh) Maker (Initial / Date)	Pemeriksa (Inisial / Tarikh) Checker (Initial / Date)			
Butiran / Maklumat Disahkan oleh Details / Particulars Verified by								
Pendaftaran Baru New Registration			Pindaan Amendment					
Pendaftaran Pelanggan Customer Registration			Tambah Pengguna Add User					
Penetapan 1 E-Perbankan E-Banking Setup 1			Profil Pemberian kuasa Authorisation Profile					
Penetapan 2 E-Perbankan E-Banking Setup 2			Pengantukan Token Token Assignment					
Aktifkan ID Pelanggan Enable Customer ID			Pinda Had / Produk Amend Limit / Product					
Pengantukan Token Token Assignment			Profil Pemberian kuasa Authorisation Profile					
	No. Siri Token Baru New Token Serial No.	No. Siri Token Ganti Replacement Token Serial No.	DILULUSKAN APPROVED <input style="width: 30px; height: 20px; margin: 5px 0;" type="checkbox"/> DITOLAK DECLINED <input style="width: 30px; height: 20px; margin: 5px 0;" type="checkbox"/>					
Pentadbir Pelanggan 1 Customer Administrator 1								
Pentadbir Pelanggan 2 Customer Administrator 2								
Pentadbir Pelanggan 3 Customer Administrator 3								
Pentadbir Pelanggan 4 Customer Administrator 4								
Penandatangan 1 Signatory 1								
Penandatangan 2 Signatory 2								
Penandatangan 3 Signatory 3								
Penandatangan 4 Signatory 4								
Pengguna 1 User 1								
Pengguna 2 User 2								
Pengguna 3 User 3								
Pengguna 4 User 4								
Catatan Remarks						DILULUSKAN APPROVED <input style="width: 30px; height: 20px; margin: 5px 0;" type="checkbox"/> DITOLAK DECLINED <input style="width: 30px; height: 20px; margin: 5px 0;" type="checkbox"/>		