

Cawangan ID Branch ID	No. Permohonan Application No.	Korporat ID Corporate ID	Untuk Kegunaan Bank Sahaja For Bank Use only
No. Kelompok Batch No.	Kumpulan Produk Product Group	Tarikh Date	dd mm yyyy

BUTIRAN RUJUKAN SYARIKAT | COMPANY'S REFERENCE DETAILS

Didaftarkan sebagai Sendirian Berhad Syarikat Berkaitan Kerajaan Lain-lain No. Berdaftar
Registered as Private Limited Government Linked Company Others Registration No.

Nama Syarikat Berdaftar
Registered Company Name

Nama Syarikat untuk Dicetak
Company Name to be Embossed

Alamat Persuratan
Mailing Address

Poskod
Postcode

No. Pejabat
Office No.

E-mel Perniagaan
Business E-mail

BUTIRAN RUJUKAN KAD | CARD REFERENCE DETAIL

Jumlah Had Kredit Yang Dipohonkan
Requested Credit Limit Amount

Jumlah Kad Dipohonkan
No. of Cards Applied

No. Akaun untuk Didebit
Account No. to be Debited

Cara Pembayaran / Penyelesaian Baki
Mode of Payment / Balance Settlement : Baki Keseluruhan Tertunggak Bulanan Pembayaran Minimum Bulanan
Full Outstanding Monthly Balance Minimum Monthly Payment

NOTE: Sekiranya dana tidak mencukupi, pihak Bank mempunyai hak untuk mendebit jumlah keseluruhan yang tersedia. Pembayaran balik minimum mandatori adalah 8% daripada jumlah baki tertunggak.
In the event of insufficient fund, the Bank has the right to debit the whole available amount. Minimum mandatory repayment is 8% of total outstanding balance.

MAKLUMAT PERIBADI PEMEGANG KAD | CARDHOLDER'S PERSONAL INFORMATION

NOTA: Semua butiran Kad Kredit Mastercard Korporat mesti dilengkapkan di dalam seksyen ini.
NOTE: All personal details of each Corporate Mastercard Credit Card holder(s) must be completed in this section.

No. CIF CIF No.	No. Pemegang Korporat Corporate Holder No.	No. Permohonan Application No.
Gelaran Title	Jawatan dalam Syarikat Position in Company	
Nama Penuh Full Name		
Nama Lain Other Name		
Nama untuk Dicetak Name to be Embossed		
Dokumen Pengenalan Identification Document	<input type="checkbox"/> Kad Pengenalan Identification Card	<input type="checkbox"/> Pasport Passport
	<input type="checkbox"/> Lain-lain Others	
No.	No.	No.
Tarikh Mansuh Expiry Date	Tarikh Mansuh Expiry Date	Tarikh Mansuh Expiry Date
Tarikh Lahir Date of Birth	No. Tel Bimbit Mobile No.	E-mel E-mail
Had Kredit Credit Limit	BND	Transaksi Internet Internet Transaction
		<input type="checkbox"/> Dibenarkan Allowed
		<input type="checkbox"/> Tidak Dibenarkan Not Allowed

MAKLUMAT PERIBADI PEMEGANG KAD | CARDHOLDER'S PERSONAL INFORMATION

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Gelaran Title _____	Jawatan dalam Syarikat Position in Company _____		
Nama Penuh Full Name _____			
Nama Lain Other Name _____			
Nama untuk Dicitak Name to be Embossed _____			
Dokumen Pengenalan Identification Document	<input type="checkbox"/> Kad Pengenalan Identification Card No. _____ Tarikh Mansuh Expiry Date _____	<input type="checkbox"/> Pasport Passport No. _____ Tarikh Mansuh Expiry Date _____	<input type="checkbox"/> Lain-lain Others No. _____ Tarikh Mansuh Expiry Date _____
Tarikh Lahir Date of Birth _____	No. Tel Bimbit Mobile No. _____	E-mel E-mail _____	
Had Kredit Credit Limit BND _____		Transaksi Internet Internet Transaction	<input type="checkbox"/> Dibenarkan Allowed <input type="checkbox"/> Tidak Dibenarkan Not Allowed

No. CIF (Untuk Kegunaan Bank Sahaja For Bank Use Only) CIF No. _____	No. Pemegang Korporat Corporate Holder No. _____	No. Permohonan Application No. _____	
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Nama Lain Other Name _____			
Nama untuk Dicitak Name to be Embossed _____			
Dokumen Pengenalan Identification Document	<input type="checkbox"/> Kad Pengenalan Identification Card No. _____ Tarikh Mansuh Expiry Date _____	<input type="checkbox"/> Pasport Passport No. _____ Tarikh Mansuh Expiry Date _____	<input type="checkbox"/> Lain-lain Others No. _____ Tarikh Mansuh Expiry Date _____
Tarikh Lahir Date of Birth _____	No. Tel Bimbit Mobile No. _____	E-mel E-mail _____	
Had Kredit Credit Limit BND _____		Transaksi Internet Internet Transaction	<input type="checkbox"/> Dibenarkan Allowed <input type="checkbox"/> Tidak Dibenarkan Not Allowed

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Tarikh Lahir Date of Birth _____	No. Tel Bimbit Mobile No. _____	E-mel E-mail _____	
Had Kredit Credit Limit BND _____		Transaksi Internet Internet Transaction	<input type="checkbox"/> Dibenarkan Allowed <input type="checkbox"/> Tidak Dibenarkan Not Allowed

PENGAMBILAN KAD | CARD COLLECTION

Nama Orang yang Diberi Kuasa untuk Mengambil Kad (bagi pihak syarikat)

Name of Authorised Person to Collect the Card (on behalf of the company)

Kad Pengenalan

Identity Card No.

Cawangan Tempat Mengambil

Branch Collection Point

PENGESAHAN | CONFIRMATION

Semua maklumat yang diberikan di atas adalah benar dan lengkap. Dalam menandatangani borang ini, saya / kami memberi Kebenaran kepada BIBD untuk memeriksa keterangan yang diberikan dan berhak untuk menolak permohonan ini tanpa memberi apa-apa alasan. Saya / Kami faham dan bersetuju untuk terikat dengan Terma dan Syarat Pemegang Kad dan apa-apa perubahan yang dibuat ke atasnya dari semasa ke semasa. Saya / Kami memberi kebenaran kepada Bank untuk membuat pemindahan dana.

All information given above is true and complete. Upon signing this form, I / we authorise BIBD to check the information given and the right to reject this application without giving any reason. I / We understand and agree to be bound by the Cardholder's Terms and Conditions and any changes made thereon from time to time. I / We authorised the Bank to make the fund transfer.

Tandatangan yang Diberi Kuasa | Signature of Authorised Signatory

Cop Syarikat | Company Stamp

Tandatangan yang Diberi Kuasa | Signature of Authorised Signatory

Tarikh | Date

Tandatangan yang Diberi Kuasa | Signature of Authorised Signatory

1. DEFINITIONS**1.1** In these Terms and Conditions:

“**Admin Fee**” means the monthly amount calculated at 1.5% or at any other rate as prescribed by the Bank commencing from the Due Date until the transaction/outstanding amount is paid off

“**Al-Wakalah Bil Ujrah**” means the Bank acts on behalf of the Corporate Customer to administer the Corporate Customer’s payment to the Merchant via Mastercard International for the use of the Mastercard trademark and managing the Card Account with imposed fee;

“**Application**” means an application for the issuance of a Card upon these Terms;

“**Authority**” means Brunei Darussalam Central Bank;

“**Bank**” means Bank Islam Brunei Darussalam including subsidiaries, successors in title and permitted assigns;

“**Card**” means the BIBD Corporate Credit Card issued by the Bank to the Corporate Customer and any renewal or replacement thereof including any supplemental card issued pursuant to these Terms;

“**Card Account**” means a corporate account opened and maintained for at least six (6) months with the Bank in the name of the Corporate Customer;

“**Card Transaction**” means any type of transaction effected by using the Card for the purchase of goods and/or services or any date contained on or relating to the Card;

“**Cardholders**” means the employees or selected personnel nominated by the Corporate Customer and every Supplementary Cardholder to be issued with the Card;

“**Card Limit**” means an overall limit that applies to all credit cards issued on account;

“**Corporate Customer**” means:

(a) any local registered company either (i) owned fully or made up partially of nationals and permanent residents of Brunei Darussalam (ii) whose board of directors consist of all or partial nationals or permanent residents of Brunei Darussalam; or

(b) Government Ministries/Departments, that have applied for credit card facilities with the Bank.

For the avoidance of doubt, “Corporate Customer” does not include sole proprietorship.

“**Due Date**” refers to the date on which payment is due and is currently the 30th day of each month (calculated at twenty-five (25) days grace period after each Statement Date) upon which payment of outstanding or minimum payment date must be made by the Corporate Customer;

“**Event of Default**” means any of the events specified in Clause 11 of the Terms;

“**Ibra**” means ‘rebate’ specified in Clause 8.3 of the Terms;

“**Indebtedness**” means the total sum of the Corporate Customer’s liabilities payable to the Bank in respect of or in connection with the Card Account and/or these Terms, including but not limited to all Card Transaction, fees, charges and expenses (including legal costs) whether actual or contingent at any given time;

“**Merchant**” means any retailer or establishment with the exception of retailers or establishment offering/dealing in Non-Shariah approved, that is, Non-Halal merchandise and services, who accept the Card as a form of payment for their goods and/or services and such payment shall be charged to the Card Account;

“**Minimum Monthly Payment**” means a minimum monthly payment payable on the Due Date specified in Clause 7.3;

“**New Balance**” means the amount outstanding on a Card Account according to the Bank’s records on the date of issuance of the Statement;

“**Representative**” means a person appointed and authorised by the Corporate Customer from time to time on the form provided by the Bank and acts as the main point of contact for the Corporate Customer and the Bank;

“**Statement**” means a physical statement or electronic statement of account stating all transactions to the Card Account;

“**Statement Date**” means the 5th day of each month or a date of the month as determined by the Bank;

“**Supplementary Cardholder**” means the person to whom a supplementary card is issued by the Bank at the request of the Corporate Customer;

“**Terms**” means the Terms and Conditions stated herein which govern the agreement between the Bank, the Corporate Customer and the Cardholder pertaining to the issuance and use of the Bank’s Card and as may be supplemented or amended from time to time;

“**Validity Period**” means the period for which the Card is valid and is currently two (2) years, which the Bank may extend or shorten as the Bank may be determined.

1.2 Words referring to the singular number shall include the plural number and vice versa.

1.3 Words referring to the masculine gender also refer to the feminine and neuter genders.

1.4 Reference to a person includes reference to Governmental bodies/agencies companies or other legal entities.

1.5 The headings to the Clauses are for reference only and shall not be taken into consideration in the interpretation or construction of these Terms.



2. CARD ISSUANCE POLICY

- 2.1 The Bank shall issue the Card for your Card Account, bearing the name of the Cardholder which the Corporate Customer has designated in writing to the Bank.
- 2.2 The Bank reserves the right, at its absolute discretion:
- (a) to implement a minimum income criterion for Cardholders, in line with its risk evaluation measures;
 - (b) to carry out credit checks on the Corporate Customer and/or the Cardholder in line with legal and regulatory requirements;
 - (c) to decline to issue, renew or replace the Card to any person without assigning any reason maintain the right to deny issuing, renewing, or substituting a Card to any individual.
- 2.3 By activating, signing, or utilising the Card, as well as any related facilities and services provided by the Bank, both the Corporate Customer and the Cardholder acknowledge their acceptance of these Terms. They agree to be bound by the current and any future amendment or variation to these Terms in connection with the Card and the Card Account. If the Corporate Customer or the Cardholder does not wish to be bound by these Terms, they must terminate the Card Account by complying with the requirements of Clause 13.3.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 The Corporate Customer and the Cardholder continually represents, warrants, and confirms to the Bank for the entire duration of this Agreements:
- (a) that all information provided to the Bank is accurate, complete, and updated as necessary;
 - (b) that the Bank is authorised to verify the provided information using any sources and methods it deems appropriate;
 - (c) that the Corporate Customer and the Cardholder shall comply with the Terms and any other applicable Terms related to the Card Account and the Card, as these may be amended from time to time;
 - (d) that the Card and any related services are used exclusively for legitimate business purposes, in accordance with the Bank's Terms;
 - (e) that all funds paid to the Bank for the settlement of Indebtedness are from lawful sources and in compliance with anti-money laundering, anti-terrorism financing, and any related laws;
 - (f) that neither the Corporate Customer nor the Cardholder is subject to sanctions administered or enforced by any governmental authorities, nor are the funds or payments made through the Card associated with any prohibited activities under such sanctions.

4. COLLECTION OF THE CARD

- 4.1 The Representative shall act on behalf of the Corporate Customer and be responsible for all matters relating to the collection and distribution of the Cards to the Cardholders. In this respect, the Cardholders are not allowed to collect the Card personally from the Bank.
- 4.2 The Relationship Manager for the Corporate Customer or the relevant Bank Officer shall inform the Representative when the Card(s) is/are ready for collection and will attend to the activation of the Card(s).
- 4.3 The Corporate Customer agrees that the Bank will not be liable in any form/manner for ensuring the actual distribution of the Card(s) to the Cardholders once the Card(s) have been collected by the Representative. Further, the Bank will not be liable for improper delivery, mis-delivery or non-delivery of the Card.

5. ACCEPTANCE OF THE TERMS

- 5.1 Upon receipt of the Card, the Cardholder must immediately sign at the indicated space for signing on the reverse side of the Card. The Card may be used at Merchants and other financial institutions authorised to accept the Card as a medium of payment.
- 5.2 By signing on or using the Card and all the facilities and services made available by the Bank, the Corporate Customer and the Cardholder hereby signify their acceptance and further agree to be bound by the Terms imposed from time to time in respect of the Card and the Card Account.

6. RESTRICTIONS ON USE OF THE CARD

- 6.1 The Card is personal and non-transferable. It can only be used by the Cardholder to whom it is issued. The Cardholder is required to sign the Card immediately upon receipt to confirm possession.
- 6.2 It shall be the Corporate Customer's sole responsibility to ensure that the Card is used exclusively by the authorised Cardholder throughout its validity and the Cardholder must safeguard against parting with possession of the Card, to prevent any potential unauthorised access or use.
- 6.3 Additionally, in respect of:
- (a) confidentiality of the Personal Identification Number (PIN):
 - (i) the Cardholder is obliged not to disclose their PIN to any third party without the Bank's consent. Failure to maintain confidentiality of the PIN may result in the Corporate Customer and/or the Cardholder being responsible and liable for any unauthorised transactions;
 - (ii) the Cardholder must avoid actions that could lead to the PIN being disclosed, whether directly or indirectly;
 - (iii) the PIN should not be written down, stored electronically in an unsecured manner, or kept in a place where it is susceptible to loss or theft alongside the Card;
 - (iv) the use of easily guessable numbers such as birth dates, identity card numbers, passport numbers, or telephone numbers for the PIN is discouraged;
 - (v) the Corporate Customer and the Cardholder agrees to take all necessary steps to prevent unauthorised use of the Card;
 - (b) security of online transactions:
 - (i) the Cardholder is responsible for the security of transactions conducted online with the Card. The Corporate Customer and the Cardholder accept that the input of the Card's details on internet portals shall constitute sufficient authorisation of such transactions;
 - (ii) the Corporate Customer acknowledges that the Bank is not liable for acting upon instructions received through the Card's use online, irrespective of the authorisation status or circumstances at the time of transaction;
 - (iii) the Bank reserves the right to refuse to honour any Card Transaction over the internet if the authenticity of such Card Transaction is doubtful, considered unlawful, improper, or for any other reason at the Bank's discretion.



- 6.4 The Corporate Customer is obligated to ensure that the Cardholder is aware of and complies with the responsibilities related to the confidentiality and security of the PIN and the Card.
- 6.5 The Card remains the Bank's property at all times. At the Bank's demand, the Corporate Customer and the Cardholder must immediately surrender the Card to the Bank, ensuring that it is cut in half across the magnetic stripe and across the chip (if the Card has a microchip embedded therein).
- 6.6 The Card shall not be used for making any cash withdrawals.
- 6.7 The Corporate Customer and the Cardholder hereby agree that the use of the Card is strictly limited to lawful transactions and those in compliance with Shariah principles. The use of the Card for or in conjunction with transactions relating to the following are explicitly prohibited:
- (a) purchase or trade of alcoholic beverages, related products, or any substances prohibited by Shariah;
 - (b) purchase of pork products or any non-halal food items;
 - (c) engagements with nightclubs, pubs, escort services, or other adult entertainment venues that are contrary to Shariah or local decency statutes;
 - (d) participation in gambling, betting, or any forms of speculative transactions defined as gambling under Shariah or local regulations;
 - (e) purchase, distribution, or trade of contraband, illegal substances, narcotics, or any items whose commerce is forbidden by law;
 - (f) transactions related to organisations or services deemed illegal, or supporting activities against Shariah law, public order, or morality;
 - (g) purchase or distribution of pornographic materials or services, or any media that is considered to promote indecency or immorality according to Shariah principles or local laws;
 - (h) any other activities that could be considered as aiding, facilitating, or supporting unlawful or criminal endeavours.
- 6.8 This list of prohibited transactions in Clause 6.7 is non-exhaustive. The Bank and its Shariah Advisory Body may amend or expand it at its discretion from time to time. Furthermore, the Bank and its Shariah Advisory Body reserves the right to determine the legality and Shariah compliance of transactions on a case-to-case basis. The Corporate Customer and Cardholder will be notified of any such changes in accordance with the notification policy for Variation of Term under Clause 18.
- 6.9 Consistent with, and without limiting the rights of the Bank under Clause 10.2, the Bank may immediately, upon discovery that the Corporate Customer or the Cardholder, or both have engaged in prohibited transactions listed in Clause 6.7, take any or more of the following actions without prior notice:
- (a) suspend, cancel, or terminate the use of the Card entirely or in part;
 - (b) refuse to authorise any Card Transaction;
 - (c) refuse to re-issue, renew, or replace the Card.
- 6.10 The Bank's exercise of any or more of the actions under this Clause 6.10 shall not affect the Corporate Customer's or the Cardholder's obligations existing prior to and up to date of such action and entitles the Bank at its absolute discretion to demand for the immediate payment of the indebtedness. In the context of a partnership, all partners are jointly and severally liable for liabilities incurred on the Card. The Bank is under no obligation to refund any fees, whether annual or otherwise, in such circumstances.

7. THE CARD ACCOUNT

- 7.1 The Bank shall open and maintain a Card Account in the name of the Corporate Customer and the Bank is duly authorised by the Corporate Customer to debit any Card Transaction to the Card Account.
- 7.2 Notwithstanding Clause 7.1 hereinabove, the Corporate Customer authorises the Bank, in its sole discretion, to debit any account held with the Bank in the name of the Corporate Customer to recover any outstanding amount due to the Bank if there are insufficient funds in the Card Account.
- 7.3 The Card Account will be credited with a refund in respect of a Card Transaction only in the event the Bank receives verification of the refund acceptable to the Bank in its sole discretion. In the event the Corporate Customer makes a claim against a third party in respect of a Card Transaction, such claim shall not be subject to an inter-pleader, defence or counterclaim against the Bank.
- 7.4 Requests made by mail, telephone, facsimile transmission or other means of communication to a Merchant for the supply of goods and/or services to be charged to the Card Account, whether or not made or authorised by the Corporate Customer or the Cardholder and whether a sales draft, voucher or document is signed by the Corporate Customer or the Cardholder, is deemed a valid Card Transaction and the Bank will debit the Card Account with such Card Transaction.
- 7.5 The Corporate Customer must immediately inform the Bank in writing of any change in its material particulars including any change in the Corporate Customer's office address, contract numbers and/or the details of the Cardholder.
- 7.6 The Corporate Customer shall provide the Bank with any information and documents, and shall sign any documents, as requested, or required by the Bank from time to time.

8. CARD LIMIT

- 8.1 The Bank shall determine the Card Limit on the Corporate Customer's Card Account.
- 8.2 The Corporate Customer and the Cardholder shall ensure that they do not exceed the limit allocated to the Card and the Bank may refuse to authorise such purchases if the Cardholder has exceeded the Card Limit on the Card.
- 8.3 Notwithstanding Clause 8.2 hereinabove, the Bank may, at its sole discretion, restrict, limit, increase or reduce the Card Limit for the Card of any one of the Cardholders without assigning any reason thereof. The Corporate Customer agrees that the Card Limit may be subject to any limit set by the relevant regulatory authority.
- 8.4 The Corporate Customer understands that any amendments to the Card Limit may result in adjustments to the minimum payment due.



8.5 The Corporate Customer may apply for an increase in the Card Limit subject to the Bank's necessary assessment of the Card Account. No increase to Corporate Customer's Card Limit shall be deemed effective upon application without prior notification of approval by the Bank to the Corporate Customer.

8.6 The Corporate Customer shall be responsible for setting its own Card Limits on the Cards held by the Cardholders provided that the aggregate amount in Card Limit does not exceed the prescribed Card Limit of the Corporate Customer's Card Account.

9. SUPPLEMENTARY CARDHOLDERS

9.1 The Corporate Customer may nominate an [unlimited] number of persons to be issued supplementary cards linked to the Card, subject to the Bank's approval.

9.2 The Corporate Customer is liable for the Card Limit provided to the Supplementary Cardholders and is responsible for all transactions made by any or all Supplementary Cardholders.

9.3 The Corporate Customer authorises and consents the Bank to disclose information about the Card Account to any or all Supplementary Cardholders.

9.4 The Corporate Customer may at any time terminate the use of the supplementary card in accordance with Clause 13.2. Notwithstanding that the supplementary card is terminated, the obligations and liabilities of the Corporate Customer under this Agreement will continue.

10. PAYMENTS/STATEMENT

10.1 The Bank shall send the Corporate Customer a Statement to show the amount payable by the Corporate Customer to the Bank on a monthly or other periodic basis as the Bank may deem fit. In the event that the Bank is unable to send the Statement for any reason, the Bank shall not be liable to the Corporate Customer and the liability of the Corporate Customer to the Bank shall not cease.

10.2 The Corporate Customer is liable to pay the New Balance as shown in the Statement, which payment must be received by the Bank on or the Payment Due Date. However, the Corporate Customer may elect to pay the Minimum Payment Due as stated in the Statement.

10.3 The Minimum Payment Due on a Statement is calculated as follows:

- (a) 8% of the outstanding balance;
- (b) if the outstanding balance exceeds the Card Limit, 8% of the outstanding balance plus the amount in excess over the Card Limit; *The Corporate Customer acknowledges that the prescribed Minimum Payment is subject to regulatory changes as determined by the Authority from time to time.

10.4 The Bank may, if the Corporate Customer so elects, debit the Card Account to effect payment of either 100% of the outstanding balance or the minimum 8% of the amount outstanding as specified by the Corporate Customer to the Bank in writing.

10.5 All payments to the Card Account must be made to the Bank in Brunei Dollars (BND). If any payment is in a currency other than BND, the Bank will convert it at such time and rate of exchange as the Bank may adopt in its usual practice and the Corporate Customer must fully indemnify the Bank against all exchange risks, losses and charges sustained or incurred by the Bank as a result of such conversion.

10.6 Payment by the Corporate Customer of any sums shall be deemed not to have been made until such time as the relevant funds have been received for value by the Bank.

10.7 If the Bank does not receive full payment of the New Balance as shown in the Statement on or before the Payment Due Date, the Bank is entitled to impose the Admin Fee in accordance with Clause 11 herein.

10.8 Any cheque payment made shall be accepted for collection only and the proceeds shall not be available until the cheque has been cleared and proceeds paid to the Bank by the paying bank.

10.9 Notwithstanding and without prejudice to the other Terms, the Corporate Customer must immediately pay the Indebtedness in full upon the Bank's demand which it may make at any time in its absolute discretion.

10.10 All payments by the Corporate Customer must be made in full without any deduction or withholding whether in respect of set-off, counterclaim, duties, taxes and/or otherwise against the Merchant and/or the Bank unless such deduction or withholding is required by law.

10.11 All the records and entries in the Statement shall be deemed correct and binding on the Corporate Customer and the Cardholder unless the Corporate Customer and the Cardholder inform the Bank in writing of any discrepancy in the Statement within fourteen (14) days from the date of the Statement of which, the contents of such Statement shall be conclusive evidence of the Corporate Customer and the Cardholder's liability to the Bank. All complaints and disputes received by the Bank after such shall not be entertained.

11. FEES

11.1 The Corporate Customer acknowledges that the Bank is entitled to impose a monthly Admin Fee for the Wakalah Services it offers to the Cardholder.

11.2 The Admin Fee shall be fixed and calculated at a rate applied to the Card Limit and prescribed by the Bank.

11.3 The Bank may, at any time or from time to time, grant the Corporate Customer a discretionary Ibra' on the Admin Fee charged based on the criteria set by the Bank including but not limited to the payment pattern and the utilisation of the Card Limit.

11.4 Further, the Bank is entitled to charge and debit to the Card Account fees which shall include but not limited to:

- (a) an Annual Fee as prescribed by the Bank for the issuance and renewal of the Card; and
- (b) a Handling Fee for any cheque or payment order tendered in payment to the Bank which has not been honoured for any reason and/or for any Card Transaction in excess of the Corporate Customer's prescribed Card Limit; and
- (c) a Replacement Fee for the replacement of the Card or the Bank's provision, supply or copying of any records, statements, sales drafts, credit vouchers or other documents relating to the use of the Card or the Card Account at the Corporate Customer's request.



11.5 The Bank shall be at liberty to vary the Admin Fee or any other fees and charges by giving the Corporate Customer reasonable notice of such variation in Fees through any mode of communication deemed appropriate by the Bank at its sole discretion.

11.6 The Corporate Customer may avail of the Bank's Tariff of Fees and Charges at any the Bank's branches or log on to the Bank's website at www.bibd.com.bn.

12. LOST/THEFT OF CARD

12.1 The Corporate Customer and/or the Cardholder must be at all times take all reasonable precautions to keep the Card in a safe place and must exercise care and diligence to ensure the safety of the Card.

12.2 In the event that the Card is lost and/or stolen, the Corporate Customer and/or the Cardholder must immediately notify and give the Bank written confirmation of such loss, theft or disclosure and lodge a police report. The Corporate Customer and/or the Cardholder must provide the Bank with all information as to the circumstances of such loss, theft or disclosure and render such assistance as the Bank may require.

12.3 The Corporate Customer and/or the Cardholder shall be liable for all Card Transaction incurred and effected from unauthorised usage of the Card:

- (a) until and unless the Bank is notified in writing of such unauthorised usage; and/or
- (b) if pursuant to an investigation made by the Bank or the Police, it is discovered.

12.4 In the event the Card is recovered, the Corporate Customer and/or Cardholder must immediately return the Card to the Bank.

12.5 The Bank may, in its absolute discretion, issue a replacement Card upon such Terms as the Bank may deem fit, and the Bank reserves the right to charge such replacement fee specified in Clause 11.4(c) above.

12.6 If the Card is lost or stolen the Corporate Customer and/or the Cardholder shall immediately give notice to the Card Services Centre at any branch of the Bank or contact the Bank at +6732238181.

13. TERMINATION

13.1 The Bank is entitled in its absolute discretion to terminate the Card Account or the use of the Card or its related services at any time, without having to assign any reason by giving not less than seven (7) calendar days prior notice to the Corporate Customer and the Cardholder.

13.2 Notwithstanding term 13.1 above, the Bank shall be entitled to immediately terminate and/or suspend the Card Account or the use of the Card or its related services on the occurrence of any or more of the following events:

- (a) If the Corporate Customer fails, refuses and/or neglects to pay the New Balance stated in the Statement;
- (b) If any legal proceeding, suit, or action of any kind whatsoever (whether criminal or civil) is instituted against the Corporate Customer;
- (c) If the Corporate Customer or if the Corporate Customer is a Partnership any of the partners is adjudged bankrupt or becomes insolvent or bankruptcy proceedings are filed or instituted against;
- (d) If the Corporate Customers and/or the Cardholder fails to comply, commits or threatens to commit a breach of any of the Terms;
- (e) If the whereabouts of the Corporate Customer cannot be traced, located, contacted or are unknown to the Bank;
- (f) If the Corporate Customer enters into an arrangement or composition for the benefit of its creditors or allows any judgment to remain unsatisfied for a period of fourteen (14) days or more;
- (g) If the Card Limit is exceeded;
- (h) If the Corporate Customer fails to comply with any provisions set out in this Agreement;
- (i) If the Corporate Customer appoints a receiver or trustee over the Corporate Customer's assets or property or any part thereof;
- (j) If a distress or execution proceedings is levied or issued against the Cardholder and/or Company's properties and is not paid off immediately;
- (k) If the Corporate Customer or the Cardholder had furnished false or inaccurate information or data to the Bank;
- (l) If in the absolute opinion of the Bank, the Card Account and/or the Corporate Customer's other account with the Bank is or has operated satisfactorily;
- (m) If any event or events has or have occurred or a situation exists which, in the Bank's absolute opinion, may or will affect the ability the Corporate Customer and/or the Cardholder to perform the obligations under these Terms;
- (n) If the Bank is of the view that suspicious or abnormal transactions are being carried out on the Card and the suspension or termination is reasonably required to prevent fraudulent, illegal, unauthorised or unlawful transactions;
- (o) If the Corporate Customer or the Cardholder has breached any applicable laws or regulations including with regard to Corporate Customer or the Cardholder's unauthorised, illegal or unlawful use of the Card;
- (p) In the event of the death or unsound mind of the Cardholder.

13.3 The Corporate Customer may terminate the Card Account by:

- (a) giving the Bank not less than seven (7) calendar days prior notice in writing;
- (b) returning the Card to the Bank, ensuring that it is cut in half across the magnetic stripe and across the chip (if the Card has a microchip embedded therein); and
- (c) paying the Indebtedness Card in full;

whereby upon the completion of actions in term 13.3(a) to (c) above, the termination of Card Account will be terminated.

13.4 Upon the termination of the Card Account by either the Corporate Customer or the Bank for any reason, the Indebtedness, including but not limited to all Card Transactions made prior to the termination but not yet charged to the Card Account, will immediately become due and payable. If the Corporate Customer fails to settle the Indebtedness, the Bank reserves the right to exercise its absolute discretion to commence any necessary action to recover the Indebtedness.

13.5 Notwithstanding the termination of the Card Account, the Corporate Customer shall remain liable for all transactions and liabilities incurred prior to the termination.

**14. EVENTS OF DEFAULT**

14.1 Without the prejudice to the generality of the foregoing, the Bank may terminate the Card Account forthwith upon the occurrence of any one or more of the following events;

- (a) If the Corporate Customer fails refuses and/or neglects to pay the New Balance stated in the Statement;
- (b) If any legal proceedings suit or action of any kind whatsoever (whether criminal or civil) is instituted against the Corporate Customer;
- (c) If the Corporate Customer or if the Corporate Customer is a Partnership any of the partners is adjudged bankrupt or becomes insolvent or bankruptcy proceedings are filed or instituted against;
- (d) If the Corporate Customer and/or the Cardholder fails to comply commits or threatens to commit a breach of any of the Terms;
- (e) If the whereabouts of the Corporate Customer cannot be traced, located, contacted or are unknown to the Bank;
- (f) If the Corporate Customer enters into an arrangement or composition for the benefit of its creditors or allows any judgment to remain unsatisfied for a period of fourteen (14) days or more;
- (g) If the Card Limit is exceeded;
- (h) If the Corporate Customer fails to comply with any provisions set out in this Agreement;
- (i) If the Corporate Customer appoints a receiver or trusted over the Corporate Customer's assets or property or any part thereof.

14.2 In the event of default, the Bank reserves the right to institute legal proceedings against the Corporate Customer to recover the Indebtedness due and payable to the Bank and the Corporate Customer shall be liable for payment of all legal costs and expenses incurred by the Bank in the recovery process including Customer-solicitor fees on a full indemnity basis.

15. EXEMPTION AND EXCLUSION

15.1 The Bank shall not under any circumstances be responsible or liable for any loss or damages suffered by the Corporate Customer or the Customer including for embarrassment or loss of reputation:

- (a) With regard to the Bank's actions or services provided:
 - (i) to restrict, suspend, or cancel, the use of the Card by the Corporate Customer or the Cardholder or both;
 - (ii) to refuse to renew the Card;
 - (iii) to vary, amend, restrict, or withdraw all or any of the benefit and privileges given to the Corporate Customer or the Cardholder or both, under the Card or the Card Account or both;
 - (iv) the Bank's inability to perform its obligations under the Terms as a direct or indirect result of any breakdown, malfunction, failure, or delay of any equipment, system beyond the control of the Bank, its servants, agents, or independent contractors;
 - (v) due to the use of the Card, whether or not as a result of any breakdown, malfunction, failure, or delay in electronic point of sale device, access channel or shared networks;
 - (vi) the direct, or indirect, result of any Card Transaction made or the utilisation of any facilities in connection with the Card or the Card Account or both;
- (b) With regard to the Merchant, the Bank sole connection with the Merchant is as a provider of credit, without any implied agency, guarantee, warranty, or representation derived from the Merchant's inclusion in the Bank's listing. Accordingly, the Bank is not responsible or liable for:
 - (i) any act, error or omission on the part of the Merchant, howsoever caused including refusal to honour the Card;
 - (ii) the failure by the Merchant to deliver or provide the goods or services purchased using the Card;
 - (iii) any delay in the delivery, defect or deficiency in the quality of the goods or services purchased from and supplied by the Merchant using the Card.

15.2 As a corollary to 15.1(b), all disputes, complaints, or claims regarding the goods or services provided by the Merchant must be resolved by the Corporate Customer directly with the Merchant. To this end, the Corporate Customer and the Cardholder shall indemnify and hold the Bank harmless from any loss, injury, damage, expenses, costs, or actions including any form of legal proceedings arising from or in connection with any such disputes, complaints, or claims against the Merchant. The disputes, complaints or claims against the Merchant shall not relieve the Corporate Customer or the Cardholder from the obligation to pay any amount due and payable on the Card Account to the Bank, nor can the Corporate Customer or the Cardholder claim any set-off or counterclaim against the Bank in respect of the disputes, complaints or claims against the Merchant.

15.3 The Corporate Customer may, from time to time, be entitled to or be able to apply for products and services provided by third-party service providers, which are arranged or paid for by Mastercard International Inc. or the Bank, under any programme, subject to the prevailing terms of use as determined by Mastercard International Inc. or the Bank.

15.4 The Corporate Customer acknowledges that the Bank and/or Mastercard International Inc. may change, vary, or discontinue any part or all the product or services at any time without notice to the Corporate Customer. The Corporate Customer unequivocally and unconditionally agrees not to hold the Bank and/or Mastercard International Inc. liable for any loss or damage suffered arising directly or indirectly (including special, incidental, or consequential loss or damage) from the use of or the change, variation, or discontinuation of any part or all the products or services.

16. INDEMNITY

16.1 Notwithstanding any other provisions of these Terms, the Corporate Customer shall, on demand, immediately and fully indemnify and hold the Bank harmless against any and all actions, losses, damages, costs, expenses, fees, liabilities, and charges which the Bank may incur directly or indirectly as a result of:

- (a) providing the Card and all related services to the Corporate Customer and/or the Cardholder;
- (b) any acts, omissions, or negligence on the part of the Corporate Customer and/or the Cardholder in connection with the use or misuse of the Card and related services;
- (c) the Bank executing its rights under these Terms, including but not limited to enforcing or attempting to enforce any of the Terms herein, the recovery and enforcement of all Indebtedness, security interests or guarantees, and all associated or related cost and expense including legal costs on a solicitor and Customer basis;
- (d) any breach, non-compliance, or non-fulfillment of any of the Terms herein by the Corporate Customer and/or the Cardholder.

16.2 For avoidance of doubt, reference to 'action' in Clause 16.1, shall cover all forms of legal proceedings, including but not limited to



litigation, arbitration, mediation, and administrative actions initiated by or against the Bank, as well as any investigations, claims, demands, and settlements.

16.3 This indemnity shall remain in full force and effect notwithstanding the termination of the Card, its related services or these Terms and shall extend to cover the Bank's officers, directors, employees, agents, and affiliates, and shall be binding upon their heirs, successors, and assigns.

17. REWARDS PROGRAMME

17.1 The Bank may introduce new services/products and other programmes ("the Reward Programme") to be made available to the Corporate Customer by the Bank from time to time which shall be governed by specific terms and conditions.

17.2 In case of conflict between the specific terms and the Terms herein, the specific terms shall prevail.

18. VARIATION IN TERMS

18.1 The Corporate Customer and the Cardholder acknowledge that the Bank may at any time, in exercise of its absolute discretion, vary or amend any of the Terms, its contents and any services or benefits associated with the Card, whether detailed within this document or provided elsewhere by giving [days] calendar days prior notice ("Notice Period"). The variation or amendment shall take effect on the expiry of the Notice Period on the date specified by the Bank in the notice.

18.2 Notification will be in writing by posting the notice on the Bank's website. Additionally, the Bank may at its absolute discretion supplement the notification in any other form such as publication of the notice in newspaper of the Bank's choice, electronic mail, short messaging system ("SMS") services or any other means of communication as decided by the Bank. The Corporate Customer and the Cardholder are encouraged to periodically access the Bank's website at www.bibd.com.bn for any updated Terms.

18.3 Retention or use of the Card, after the date the variation or amendment to the Terms take effect as per 18.1 shall be deemed to constitute the Corporate Customer and the Cardholder's acceptance to the revised Terms and to be bound by them. If the Corporate Customer or the Cardholder does not agree to the variation or amendment to the Terms, they must terminate the Card Account and discontinue the use of the Card in accordance with term 13.2. Absence of such termination by the Corporate Customer or the Cardholder, they shall be deemed to have accepted such variation or amendments.

19. DISCLOSURE OF INFORMATION

19.1 The Corporate Customer and the Cardholder irrevocably consent to and authorise the Bank, at any time and without notice or liability to either the Corporate Customer or the Cardholder, to disclose any information pertaining to the Card Account and their related affairs to:

- (a) the subsidiary companies within the Bank's group and any relevant authorities as the Bank shall solely deem necessary;
- (b) agents, service providers, auditors, legal counsel, professional advisors, security providers, guarantors, and any companies within the Bank's group, whether these are located within or outside of Brunei Darussalam;
- (c) credit bureaus, financial institutions, regulatory authorities, and other third parties for the purposes of credit checks, compliance with regulatory requirements, or to facilitate processing transactions, investigations, recovery of any monies due from the Corporate Customer and/or the Cardholder to the Bank under these Terms, or for any other reasons as deemed necessary by the Bank for the legitimate interests of the Bank and the companies within the Bank's group.

19.2 In compliance with the Criminal Asset Recovery Order (CARO) 2012 or any applicable laws, regulations, and orders, the Bank may report/disclose certain transactions/information to relevant authorities, regulatory bodies, and other relevant agencies.

19.3 This clause will survive the termination of these Terms and continue in full force and effect for the disclosure of information as described herein.

20. LIEN AND RIGHT OF SET-OFF/COMBINATION

20.1 The Bank shall have a continuing lien on all monies now or hereafter standing to the credit of the Corporate Customer on any account for any amounts that may be due on the Card Account(s).

20.2 The Corporate Customer authorises the Bank, at its absolute discretion, to set off or consolidate any or all the Indebtedness outstanding on the Card account(s) with such other accounts and set off or transfer any monies standing to the credit of such other accounts in or towards the full or partial discharge of the Indebtedness at any time and without notice to the Corporate Customer.

20.3 The Corporate Customer acknowledges that this right of set-off and lien applies to all accounts held by the Corporate Customer, whether held alone or jointly with others, and irrespective of the type or nature of the account. This right is in addition to any other rights of set-off or lien, the Bank may have under the law or any other agreement.

21. WAIVERS

21.1 The Bank's failure or delay to exercise its rights and remedies under these Terms is not deemed to be a waiver or partial waiver thereof by the Bank, no waiver by the Bank of any breach of these Terms on the Corporate Customer's part will be considered as a waiver of any subsequent breach of the same or any provision of the same.

21.2 Time, wherever mentioned in these Terms, shall be of the essence and are binding on the Corporate Customer/Cardholder.

21.3 The obligations of the Corporate Customer shall be binding on the successors-in-title and permitted assigns of the Corporate Customer.



22 FORCE MAJEURE

- 22.1 The Bank shall not be held responsible for any failure or delay in performing any of its obligations under these Terms if such failure or delay is due directly or indirectly to any unforeseen events beyond its reasonable control, including but not limited to failure of any mechanical or electronic device, data processing system, transmission line, epidemics, pandemics, war, riots, labour unrest, lock-out, fire, floods, acts of terrorism, governmental actions, and any other forms of natural disasters.
- 22.2 The Corporate Customer and the Cardholder shall be bound by all terms and conditions governing the use of such facilities, benefits or services which may from time to time be made available to the Corporate Customer/Cardholder in connection with the Card.
- 22.3 These Terms are governed by the Laws of Brunei Darussalam. The Corporate Customer hereby agrees to submit irrevocably to the exclusive jurisdiction of the Courts of Brunei Darussalam.

23 NOTIFICATION TO THE BANK

The Corporate Customer and/or the Cardholder shall, without affecting any other notification requirements set forth herein and in addition to such requirements, immediately notify the Bank in writing of the following circumstances:

- (a) if a Cardholder ceases to be employed for any reason, such as resignation, dismissal, or redundancy. Furthermore, the Corporate Customer is required to notify the Bank if a Cardholder plans to leave Brunei for a period exceeding thirty (30) consecutive days;
- (b) any change in its business status. This encompasses significant changes in ownership or control, including but not limited to, mergers, acquisitions, divestitures, or any other transactions that alter the equity structure in a manner that may influence liabilities or operations. The Corporate Customer must also notify the Bank of any corporate reorganisation that results in a change of its legal identity, the commencement of winding-up, dissolution, or cessation procedures, as well as any suspension or cessation of business activities. Additionally, the assumption of significant financial liabilities, any regulatory penalties, or the loss of essential licenses or accreditations that could affect the Corporate Customer's operations and commitments;
- (c) any events affecting the Cardholder's personal capacity, such as death or a significant change in mental or physical health that impairs the ability to make informed decisions, including but not limited to, conditions that lead to insanity or other incapacities. The Corporate Customer must also report the occurrence of bankruptcy proceedings or any other circumstances that might reasonably be expected to impair the Cardholder's financial decision-making abilities or the functionality and use of the Card;
- (d) any changes in the Corporate Customer and/or the Cardholder's contact details, including but not limited to residential or business address, email, telephone, or mobile phone number;
- (e) if the Corporate Customer and/or the Cardholder violate any applicable legal or regulatory requirements, or if there is a failure to meet or a breach of any of the Terms set forth herein, including any instances where it is found that the Terms have been previously breached or were not satisfied by the Corporate Customer and/or the Cardholder.

Failure to notify the Bank as required under this provision may result not only in the Corporate Customer being accountable for all charges incurred but may also lead to the Bank taking actions against the Corporate Customer and/or the Cardholder under Clause 10 of these Terms.

24 GENERAL

- 24.1 Upon receipt by the Bank of a duly passed resolution of the board of directors or a document of authorisation from the Corporate Customer, which authorises certain person or persons to act on behalf of the Corporate Customer, the Bank shall accept such resolution or document as prima facie evidence of the authority granted therein. The Bank shall be entitled to assume that authority has been rightfully and lawfully conferred, until the Bank is presented with a subsequent resolution or document, produced by the Corporate Customer, which revokes the aforementioned authority. In the absence of obvious and manifest errors that would call into question the validity of such documents, the Bank may accept them as sufficient evidence of the authority or its revocation, without necessitating additional verification.
- 24.2 The Bank's records, including those stored on computer and microfilm, of all matters pertaining to the Card and/or the Card Account, and any certificate signed by a Bank officer stating the indebtedness due and payable to the Bank as of any specified date, shall be deemed conclusive except in the case of manifest error. Furthermore, any computer-generated statement certified by a Bank officer as produced in the ordinary course of business shall also be conclusive evidence of the information contained therein. The Bank reserves the right, at its sole discretion, to destroy any document related to the Card Account after it has been microfilmed.
- 24.3 All Statements, notices, demands or other communication under these Terms may be delivered by hand and/or sent by ordinary post and/or sent by ordinary facsimile transmission to the Corporate Customer's last known residential or business number on the Bank's records and/or published in such manner as the Bank may select.
- 24.4 All communications are deemed to have been effectively served on the Corporate Customer on the date delivery if:
- (a) delivered personally by hand; or
 - (b) five (5) days immediately following the date of posting if sent by post; or
 - (c) the date of transmission if sent by facsimile transmission; or
 - (d) on the date of publication if published.
- 24.5 A request made by mail, telephone, facsimile transmission, or other means of communication to a merchant for the supply of goods and/or services to be charged to the Card Account, whether or not made or authorised by the Corporate Customer and/or the Cardholder, and whether or not a sales draft, voucher, or document is signed by the Corporate Customer and/or the Cardholder, is a valid Card Transaction, and the Bank will debit the Card Account with such Card Transaction.
- 24.6 The Bank is authorised to act on instructions from the Corporate Customer or the Cardholder given by telephone, facsimile transmission, or other means of telecommunication ("telecommunication instructions"). The Corporate Customer or the Cardholder agrees that the Bank is authorised to act on any telecommunication instructions which the Bank, in its sole discretion, believes emanate from the Corporate Customer or the Cardholder. The Bank shall not be liable to the Corporate Customer and/or the Cardholder for any loss or damages arising in the event it is later discovered that such instructions emanated from unauthorised individuals.
- 24.7 Notwithstanding anything in these Terms, the Bank's rights under these Terms shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Card or the Card Account by the Bank.
- 24.8 Nothing in these Terms shall affect the Bank's right to serve legal process in any manner permitted by law.

24.9 The Corporate Customer is not entitled to assign all or any of its rights, interests and obligations under these Terms. The Bank may assign any of its rights and interests in these Terms to any party it solely deems fit without prior notice to the Corporate Customer.

24.10 If, at any time subsequent to the date of these Terms, any of its provisions is held by any Court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect. The illegality or unenforceability of such provision shall have no effect upon, and shall not impair, the enforceability of the remainder of these Terms.

24.11 The Bank's rights and remedies under these Terms are in addition to any other rights or remedies provided by law.

Please Initial:

UNTUK KEGUNAAN BANK SAHAJA | FOR BANK USE ONLY

Blacklisting Checking Listed Clean Relationship Status Priority Strategic Annuity

Existing Financing Facilities

A/C Name	Facility	Approved Amount	Balance	Collateral	Value
Total Exposure					

Remarks

Verified by _____	Endorsed by _____
Division _____ Date <u> </u> <u> </u> <u> </u>	Division _____ Date <u> </u> <u> </u> <u> </u>

This application is Approved Rejected KIV Cancelled Date

Approved Credit Limit _____

Card No. 1 _____ Card No. 3 _____

Card No. 2 _____ Card No. 4 _____

Fee Code _____ Repayment Mode 8% 100%

APPROVING AUTHORITY APPROVAL, COMMENTS (S) / INSTRUCTION (S)

Approval Authority Level CRM CRM & HOD CRECOM

For CAU Endorsement :	
<input type="checkbox"/> Proceed <input type="checkbox"/> Return to CBD Remarks	Endorsed by <div style="text-align: center; margin-top: 20px;"> _____ Name and Signature </div> <div style="text-align: center; margin-top: 20px;"> _____ Date </div>

For Cards Operation use :		
Card Account Creation by	Card Creation by	Card Approval by
Application Creation by	Limit Maintenance	

RESOLUSI PENGARAH KAD KREDIT MASTERCARD KORPORAT | CORPORATE MASTERCARD CREDIT CARD DIRECTOR'S RESOLUTION

We, the undersigned, being the Directors of _____ (Name of Company)
hereby resolve as follows:

Corporate Mastercard Credit Card Facility

1. That the Company is duly authorised to apply for the BIBD Corporate MasterCard Credit Card ("the Card") subject to the terms and conditions pertaining to the use of the Card.
2. That the following personnel:

(a) _____ , _____
(Name of Authorised Person) (I.C. No.)

(b) _____ , _____
(Name of Authorised Person) (I.C. No.)

(c) _____ , _____
(Name of Authorised Person) (I.C. No.)

Cardholders

is/are fully authorised to effect any/all of the following acts:

- (i) To sign the application form for availment of the Card on behalf of the Company and/or to attend to any documents/matters pertaining thereto;
 - (ii) To appoint the Cardholders to be issued with the Card and ensure that the Card is used exclusively in connection with the business of the Company and within the Card Limits prescribed by the Bank;
 - (iii) To remove/withdraw the Card from any of the Cardholders and to instruct for the substitution of the Cardholders from time to time; and
 - (iv) To appoint the Representative to collect the Card and to liaise with the Bank on any/all matters incidental to the Card.
3. The following personnel are the appointed Cardholders who are duly authorised to use the Card:

Name of Cardholders	IC No.

4. That the Resolution be communicated to the Bank and remain in force until and unless another resolution to the contrary is passed by the Board of Directors of the Company and a certified copy thereof is delivered to the Bank.

Name and Signature of Director

Company Stamp

Name and Signature of Director

Date

Name and Signature of Director

SURAT PENERIMAAN KAD KREDIT MASTERCARD KORPORAT | CORPORATE MASTERCARD CREDIT CARD LETTER OF ACCEPTANCE

Kepada / To: Bank Islam Brunei Darussalam Berhad
Lot 159, Jalan Pemancha
Bandar Seri Begawan, BS8711
Negara Brunei Darussalam

Tuan | Dear Sir,

Tarikh | Date: _____

AKUAN PENERIMAAN ACKNOWLEDGEMENT OF RECEIPT

Saya, _____ (Nama dan No. Kad Pengenalan Brunei *sila nyatakan warna pemegang Kad Pengenalan adalah wakil yang dibenarkan) oleh _____ ("Syarikat")

Saya dengan ini mengesahkan dan mengakui bahawa saya telah, pada tarikh di atas, menerima KESEMUA Kad Kredit Mastercard Korporat ("Kad-Kad") keluaran Bank Islam Brunei Darussalam Berhad (BIBD) untuk Syarikat.

Dengan menandatangani surat ini, saya dengan ini menerima tanggungjawab yang sepenuhnya bagi pengambilan Kad-Kad dan seterusnya untuk pengedarannya kepada Syarikat atau kepada penama-penama Syarikat.

Selanjutnya, saya dengan ini bersetuju dan akan melaksanakan pada setiap masa untuk melindungi BIBD, pekerja, kakitangan atau agensi BIBD sepenuhnya daripada sebarang tindakan, kos terhadap segala tindakan, kos, tuntutan, permintaan, prosiding, termasuk yuran undang-undang dan perbelanjaan atau liabiliti yang timbul daripada atau berkaitan dengan Kad-Kad yang diamanahkan kepada saya oleh BIBD.

Akuan ganti rugi ini akan ditadbir oleh Undang-Undang Negara Brunei Darussalam dan saya bersetuju bahawa Mahkamah Negara Brunei Darussalam mempunyai bidang kuasa eksklusif ke atas apa-apa prosiding, pertikaian atau apa pun tuntutan yang timbul di bawah ini.

Terima kasih.

I, _____ (Name and Brunei I/C *indicate colour of IC Holder) am the authorised representative of _____ ("the Company").

I hereby confirm and acknowledge that I have, on even date, received ALL the Corporate Mastercard Credit Cards ("the Cards") issued by Bank Islam Brunei Darussalam Berhad (BIBD) to the Company.

By signing this letter, I hereby accept full responsibility for the collection of the Cards and subsequently for the distribution of the Cards to the Company or to the nominees of the Company.

In furtherance herewith, I hereby agree and undertake at all times to fully indemnify BIBD, its employees, servants or agents against all actions, costs, claims, demands, proceedings, including legal fees and expenses or liabilities arising from or in connection with the Cards entrusted to me by BIBD.

This indemnity shall be governed by the Laws of Brunei Darussalam and I agree that the Courts of Brunei Darussalam shall have the exclusive jurisdiction over any proceedings, disputes or claims whatsoever arising hereunder.

Thank you.

Yang Benar | Yours faithfully,

Nama | Name

No. Kad Pengenalan | I.C. No.

Dokumen dan keterangan yang perlu disertakan dengan borang permohonan. Pemohon dikehendaki memberikan keterangan tambahan yang lain (jika perlu).
 Documents and information to be submitted with application form. All applicants shall be requested to submit additional information (if necessary).

1. Surat Permohonan Application Letter													
2. Profil Syarikat Company's Profile													
3. Perakuan Penubuhan Syarikat / Sijil Pendaftaran Syarikat Certificate of Incorporation / Certificate of Registration													
4. Salinan terkini Kad Pengenalan Pemohon / Pengarah / Pemegang Saham / Penjamin Latest Copy of Identity Cards of Applicants / Directors / Shareholders / Guarantors													
5. Pembahagian Pemegang Saham (Sdn. Bhd.) Return of Allotment Shares (Ltd. Co.)													
6. Senarai Pengarah (Sdn. Bhd.) Particulars of Directors (Ltd. Co.)													
7. Resolusi Syarikat (Sdn. Bhd.) Company's Resolution (Ltd. Co.)													
8. Memorandum dan Tataurusn Pertubuhan (Sdn. Bhd.) Memorandum of Articles of Association (Ltd. Co.)													
9. Laporan Audit / Akaun Pengurusan (Kunci Kira-kira / Akaun Untung Rugi) Audited Report / Management Account (Balance Sheet / Profit & Loss Account)													
10. Penyata Akaun dengan Bank Lain (6 bulan kebelakangan) Bank Statement with Other Banks (past 6 moths)													
11. Baki Pembiayaan dengan Bank Lain Outstanding Financing Balance with other Banks													
12. Penyata Aliran Tunai / Penyata Pendapatan & Perbelanjaan (Masa Kini dan Anggaran) Cash Flow Statement / Income & Expenditure Statement (Existing & Projected)													
13. Dokumen Sebagai Jaminan / Cagaran Security Documents / Collateral													
14. Kebenaran dari Pihak yang Berkuasa bagi Aktiviti Perusahaan / Pembinaan Bangunan dan Lain-lain Approval from Relevant Authority for any Business Activity / Building Construction and Others													
15. Salinan terkini maklumat Lain yang Berkaitan yang dikehendaki oleh Bank bagi menyokong permohonan:- Other Relevant Latest Info as required by the Bank which may support the proposal:-													
<table border="1"> <tr> <td>(i) Laporan Penilaian Hartanah Property Valuation Report</td> <td></td> </tr> <tr> <td>(ii) Salinan Perjanjian Jual Beli Copy of Sale and Purchase Agreement</td> <td></td> </tr> <tr> <td>(iii) Salinan Geran Tanah Copy of Title Deeds</td> <td></td> </tr> <tr> <td>(iv) Salinan Perjanjian Memajukan Hartanah Copy of Development Agreement</td> <td></td> </tr> <tr> <td>(v) Insuran / Perlindungan Takaful Insurance / Takaful Coverage</td> <td></td> </tr> <tr> <td>(vi) Lain-lain Others: _____</td> <td></td> </tr> </table>	(i) Laporan Penilaian Hartanah Property Valuation Report		(ii) Salinan Perjanjian Jual Beli Copy of Sale and Purchase Agreement		(iii) Salinan Geran Tanah Copy of Title Deeds		(iv) Salinan Perjanjian Memajukan Hartanah Copy of Development Agreement		(v) Insuran / Perlindungan Takaful Insurance / Takaful Coverage		(vi) Lain-lain Others: _____		
(i) Laporan Penilaian Hartanah Property Valuation Report													
(ii) Salinan Perjanjian Jual Beli Copy of Sale and Purchase Agreement													
(iii) Salinan Geran Tanah Copy of Title Deeds													
(iv) Salinan Perjanjian Memajukan Hartanah Copy of Development Agreement													
(v) Insuran / Perlindungan Takaful Insurance / Takaful Coverage													
(vi) Lain-lain Others: _____													

Nota: Pemohon adalah dikehendaki membuka Akaun Syarikat sebelum menghantar borang.
 Note: All applicants are required to open a Company's Account before submission of application form.

ARAHAN PEMBAYARAN KAD KREDIT MASTERCARD KORPORAT

PAYMENT INSTRUCTION FOR CORPORATE MASTERCARD CREDIT CARD

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

Dear Sir,

Date: _____

RE: PAYMENT INSTRUCTION (TRANSFER OF FUNDS)

We the undersigned hereby request and authorise you to make the following transfer of funds and to debit our account with the following amount or equivalent thereof plus your charges incidental thereto.

Please debit from our Account No. _____

Monthly Repayment of

- 100% of the Outstanding Balance
- 8% of Outstanding Balance (Minimum Mandatory Payment)
(Note: The minimum payment is subject to change from time to time and as prescribed by the Authority)

Commencing on every 15th day of the month.

Immediate payment of:

B\$ _____ for Settlement Card No. _____

B\$ _____ for Settlement Card No. _____

B\$ _____ for Settlement Card No. _____

B\$ _____ for Settlement Card No. _____

B\$ _____ for Settlement Card No. _____

B\$ _____ for Settlement Card No. _____

We understand and agree that the Bank accepts this payment instruction subject to the following terms and conditions:

1. We hereby acknowledge the Bank may, at its discretion, undertake verification procedures to confirm the identity of any authorised person(s) issuing the payment instruction(s). We agree to fully cooperate with such verification procedures. Furthermore, we acknowledge that the Bank retains the right to decline any payment instruction(s) if it is unable to satisfactorily verify the identity of the authorised person(s), or if there are any concerns regarding the authenticity, clarity, or completeness of the given instruction(s). The Bank is also entitled to refuse to process instruction(s) due to other considerations, which may not be disclosed to me/us, as part of its risk management and compliance policies.
2. We acknowledge that the Bank performs a reasonable level of verification to determine the authenticity of the unauthorised instruction(s). However, the Bank does not guarantee the detection of all unauthorised instructions unless there are obvious errors or discrepancies within the presented documentation that would reasonably lead to questioning the authenticity of the instruction(s).
3. We will ensure that sufficient funds are available in our account(s) to meet the payment(s) under this instruction(s).
4. Notwithstanding paragraph 3 above, whilst the Bank will endeavour to carry out this instruction(s), we acknowledge the Bank retains absolute discretion to decline executing the instruction(s) without assigning any reason. If there are insufficient funds in our account(s), the Bank shall have the right to decline the instruction without notice to us and the Bank may levy a charge for any such unsuccessful transaction(s).
5. The Bank's records of instruction(s) received will serve as conclusive evidence of the contents of our instruction(s), barring manifest error.
6. Notwithstanding the death or bankruptcy of any authorised signatory, the Bank will continue to honour the instruction(s) set forth herein until such time as the Bank receives formal written notification of the signatory's death or a legal declaration of bankruptcy. Upon receipt of such notification, the Bank will, in its absolute discretion, act in accordance with the relevant laws and Terms relating to the Card Account and use of Card, determine the continued appropriateness of executing such instruction(s).
7. This instruction(s) is binding and remains in full force until written revocation is received by the Bank at least two (2) weeks prior to the debit date.
8. We agree to fully indemnify and hold the Bank harmless against any and all actions, claims, losses, damages, costs, expenses, fees, liabilities, and charges (including legal costs) for carrying out our instruction(s), including but not limited to situations where the Bank, acting in good faith, executes instruction(s) which at the time of processing are reasonably believed to be authentic and valid, even if such instruction(s) are subsequently found to be unauthorised, misunderstood, or erroneous.
9. We consent to the Bank's disclosure of any information related to our instruction(s) to relevant parties as deemed necessary by the Bank.

All information provided in this form is true and complete. By signing this form, we authorise the Bank to verify the provided information and acknowledge that the Bank has the right to reject this instruction without any obligation to provide a reason. We confirm that we have read, understood, and agree to be bound by the terms set out above.

IN CONSIDERATION of the Bank agreeing to accept this payment instruction, we hereby undertake to indemnify the Bank against all losses, costs damages, expenses, claims and demands which the Bank may incur or sustain by reason of the Bank carrying out our instruction.

Company Name: _____

Address: _____

Telephone No. (Office): _____ Handphone No.: _____

Signature of Authorised Signatory

dd	mm	yy
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Date

NOTICE OF ANY AMENDMENT(S) TO THE STANDING INSTRUCTION MUST BE GIVEN TO THE BANK AT LEAST TWO (2) WEEKS BEFORE THE PAYMENT DATE

*Please tick (√) in boxes where applicable

SIGNATURE VERIFIED

OFR	CLK

Ref No. _____

For Bank Use Only