



Level 36, Menara Citibank  
165, Jalan Ampang, 50450  
Kuala Lumpur Malaysia.

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E [info@ibbholdings.com](mailto:info@ibbholdings.com)  
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## GENERAL TERMS AND CONDITIONS GOVERNING CLIENT ACCOUNTS

1. All forms, documents and identification requirements **MUST** be completed and received by IBB before the opening of any Account (the Account). IBB is obliged to be satisfied that any applicant is entitled to open the Account and has met all compliance requirements. Notwithstanding the provision of all documents / information requested, IBB reserves the right to refuse to open the Account. IBB is not obliged to provide any reason for its refusal to open the Account.
2. IBB reserves the right to specify, change or alter the minimum amount of deposit required for the Account. IBB has the right to introduce new fees and charges or amend existing fees and charges at any time with notice to the Account Holder. IBB has the right to close and /or deduct fees and charges from the Account should the balance fall below the specified minimum balance requirement or if the Account is otherwise in default. IBB may in its absolute discretion close the Account without giving reason for closure.
3. It is understood and agreed by all parties that IBB shall use its best endeavours to obtain and provide the financial services and facilities that the member or client requires. However IBB gives no guarantee in any way that the requested service and / or facility will be successfully provided or obtained. At no time should the member or client construe anything said or written as an indication that such request or application will be successful.
4. All IBB's documentation regarding the Account, products and or services must be signed by the Account Holder in accordance with the following signing instructions:
  - 4.1 **POWER OF ATTORNEY:** You must provide IBB with a notarised copy for its records. If the application is signed under a Power of Attorney, the Attorney must declare that he or she has not received notice of revocation of the Power of Attorney.
  - 4.2 **JOINT PARTNERSHIP:** All applicants or their Attorneys must sign. All assets are held by the partners as joint tenants.
  - 4.3 **CORPORATE ENTITIES:** Applications are to be signed in accordance with the relevant Articles of Association or Constitution of the Corporate Entity and pursuant to a Directors Resolution.
  - 4.4 **TRUSTS:** Applications must be signed by the trustees in accordance with the Trust Deed.
5. If facsimile instruction is to be used for the operation of the Account, arrangements must be made with IBB in advance of any operation via facsimile. The original hard copy instruction transmitted by facsimile must be sent to IBB immediately after being transmitted. For a Multiple Account Holder, a Facsimile Indemnity Form must be signed for each Account.
6. IBB will provide Statements of the Account only on the written request of the Account Holder which will be sent to the last known address provided to IBB.



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7. IBB must be notified in writing of any change of address as soon as practicable. All communication sent via post shall be delivered to the last known address provided to IBB and shall be deemed to have been duly delivered.
8. Except for the assignment, transfer, charge or pledge of the Account and its balance in favour of IBB or its subsidiaries or its related companies as security, the Account and its balance cannot be assigned, transferred, charged or pledged whether by endorsement of the Deposit Confirmation or otherwise.
9. All payments to IBB are to cover fees and services being provided. IBB shall have the right to deduct its fees and service charges without notice as and when they fall due.
10. Personal accounts require a minimum deposit of US \$10,000.00 or equivalent unless otherwise agreed in writing.
11. Corporate accounts require a minimum deposit of US \$50,000.00 or equivalent unless otherwise agreed in writing.
12. The account shall remain in place for a minimum of 12 months from the date the account is activated and the agreed minimum deposit amount is to be maintained at all times.
13. The account holder agrees to activate and open the account within 6 months from the date the account is approved.
14. In the event the balance of the account falls below the agreed minimum deposit amount this is a default and the account shall be frozen until it is returned to good standing. In the event the Account goes into negative IBB shall charge an overdraft fee of not less than US \$1,000.00 per month unless otherwise agreed in writing.
15. IBB may from time to time require the Account holder to provide further information and / or supporting documentation relating to the operation of the Account, beneficiary of fund transfers, sources of funds placement or any other information or supporting documents that IBB may require to obtain in order for IBB to comply with its duty, obligation, due diligence and as required under the laws of New Zealand and in conformity with its obligations to meet Anti-Money Laundering and Anti-Terrorism Requirements and comply with the requirements stated by the Rules of the International Chamber of Commerce.
16. Should the Account holder fail to supply such information and or supporting documentation as requested by IBB from time to time, IBB at its sole discretion reserves the right to close the Account without need to provide notice or reason for doing so.
17. The Account holder acknowledges and agrees that IBB may at its sole discretion and without being liable to the Account holder, close or suspend the operation of the Account if the conduct of the Account is unsatisfactory in the opinion of IBB or remain inactive for 12 months or more. IBB is not obligated to provide any reason or justification for its actions.



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18. Applications to close the account must be in writing signed by the authorised account holder.
19. Account closing process may take a minimum of 90 days after written notice has been received.
20. Account closure process will only commence after all instruments have expired, all commitments have been met and all liabilities have been paid.
21. The operation of the Account shall be subject to any laws and legislation governing the operations of IBB, including the application of the Rules of the International Chamber of Commerce for international trade transactions IBB may collect, use and disclose to the relevant Authorities information about the applicant, the company, trust, partnership, individual or joint Accounts so that IBB can carry out its obligations under the Laws and for other related purposes, including monitoring and analysis of its business, crime preventions, legal and regulatory compliance.
23. IBB shall not be responsible or liable for any diminution in the value of the currency of the deposit due to taxes, imposts or depreciation, or for the unavailability of any currency due to restrictions on convertibility, requisition, involuntary transfer, exercise of military or usurped of power, or any other causes whatsoever which are beyond the control of IBB.
24. The Account holder accepts the risk of foreign acts of state in respect of the unavailability of the repayment of the deposit if such repayment is rendered illegal or deferred by any act or order of the Government of the currency involved or of the country where such deposit is alternatively placed and IBB shall incur no liability by reason of any change in the applicable law, government regulation or order, of the country, or in the country where such deposit is placed.
25. IBB reserves the right to add, alter, vary or modify any or all of the above rules from time to time as it may in its discretion deem necessary without giving prior notice.
26. IBB will not be liable for any failure to carry out its obligations caused by electricity power-cuts, computer software, hardware or system failure (including any payment system failure), strikes, lockouts, sit-ins, industrial disturbances, earthquakes, storms, fire, flood, acts of God, insurrections, riots, epidemics, war, civil disturbance, governmental directions or regulations or any other disturbances beyond the control of IBB which effect the event in question and for as long as such circumstances continue, IBB shall be relieved of its obligations without liability.
27. These rules are governed by and shall be construed in accordance with Malaysian Laws and the parties hereby submit to the non-exclusive jurisdiction of the Malaysian Courts.

## **ONLINE ACCESS**

28. The Account holder agrees to keep the user ID, password, and any other security or access information confidential to prevent unauthorized access to the Account and to prevent unauthorised use of the Account. IBB recommends that the Account Holder memorize all



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Access Information and any written information be kept in a safe and secure place. The Account Holder agrees not to give or make available Access Information for the Account to any unauthorised individual.

29. The Account holder will notify IBB immediately it believes the security of the password to the Account or any other Access Information has been compromised. For example, if the password has been lost or stolen, someone has attempted to use the Services under your user ID without your consent, the Account has been accessed, or someone has transferred money from the Account without permission.
30. If IBB believes Access Information has been or may have been obtained or is being used or may be being used by an unauthorised person(s), IBB reserves the right to temporarily block access to the Account in order to ensure security to the Account and the Online Access Site.
31. If IBB believes Access Information has been or may have been obtained or is being used or may be being used by a person other than the Account holder, IBB reserves the right to temporarily block access to debit transaction process to the Account until IBB has confirmed the reason and identity of any persons who have access the Account or your Online Information.
32. If the Account holder has more than one account, IBB will automatically "link" all eligible accounts together for purposes of the Services, and all such accounts will appear in the Account holder's online access profile on the Online Access Site.
33. The Account holder agrees that as a condition of using the Online Access Services the Account holder consents to receiving all transactional e-mail communications from IBB which are directly related to the use of the Services or to the Account and to any disclosures that may result from IBB sending account communications via the e-mail address provide or via the secure online inbox attached to the Account.
34. All electronic communication that IBB receives on the Online Access Site or otherwise in connection with the Services, such as those directing IBB to take action with respect to the Account or opening of a new account, that match Access Information or other identity information provided when enrolling in or using the Services will be deemed valid, authentic and be binding.
35. Refer to IBB website or call IBB for details of charges that may be applicable when using the Account or Services on the Online Access Site. The fees and charges applicable at the time the service or process was requested shall apply unless otherwise agreed in writing.
36. Since Email is not a secure method of communication, IBB recommends the Account holder does not send confidential information by email. Instead, IBB recommends all communication be sent via secure messaging, available through the "MAIL" section of the Online Access Site. For reasons of security IBB cannot accept withdrawal instructions via Email.



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37. New accounts can be opened via the Online Access Site without the need for a further written application providing sufficient identification and information is held by IBB to open such account.
38. IBB may from time to time perform maintenance upon the Services or experience hardware or software related problems resulting in an interrupted service, restricted access to accounts, delays or errors in the Services. IBB will attempt to inform account holders prior to any such interruptions, delays or errors but cannot guarantee that such notice will be provided and does not accept any liability for any losses, damages or delays that may arise from the interrupted service.
39. The Account holder agrees that IBB shall have no liability of any kind for viruses, worms, Trojan horses, or other similar harmful components that may enter the computer system by downloading information, software, or other materials from the Online Access Site or any other IBB Site.
40. I/We acknowledge that I/We have read and understood the IBB General Terms and Conditions Governing Accounts, and I/we agree to be bound by these.

Signature \_\_\_\_\_

Name:

Passport No.:

Date