

## COUNTRY ADDENDUM

### LABUAN, MALAYSIA

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#### INTRODUCTION

This Country Addendum (this “**Labuan Country Addendum**”) supplements the Bank’s Master Terms of Business for Banking and applies solely to Accounts maintained in Labuan, Malaysia and to Services provided in connection with such Labuan, Malaysia Accounts, regardless of the locations where Services are executed or performed. Capitalized terms used in this Labuan Country Addendum, and not otherwise defined, have the meanings set forth in the Master Terms of Business. By using an Account maintained in Labuan, Malaysia, the Customer acknowledges receipt of, and agrees to be bound by the Master Terms of Business and this Labuan Country Addendum, each as may be amended or supplements from time to time.

#### I. ACCOUNT STATEMENTS

1. Obligation to Inspect. The Customer is responsible for ensuring that an Authorized Individual promptly and carefully examines each Account Statement, and reporting any errors, discrepancy, or irregularities to the Bank in writing, including any claim of an unauthorized funds transfer activity, within a reasonable period not to exceed twenty-one (21) calendar days of the date of an Account Statement. If the Bank does not receive any notification in writing within the period stipulated above, the Customer shall be deemed to have accepted the Account Statement as correct, final and conclusive and the Bank shall not be liable to reimburse the Customer for any losses arising therefrom. The Bank reserves the right to make corrections as and when necessary if any error is discovered by the Bank
2. Conclusive Evidence. In the absence of any written objection from the Customer within twenty-one (21) calendar days from the date of the Account Statement, the Customer agrees that the Account Statement shall be conclusive evidence as to the balance shown therein and that such Account Statement shall be binding upon the Customer.

#### II. COMPLIANCE WITH RELEVANT LAWS AND AUTHORITIES<sup>1</sup>

1. Disclosure of Customer Information and Personal Data under the Financial Services Act 2013 and the Personal Data Protection Act 2010. The Customer consents and authorises the Bank to collect, process, disclose, transfer, maintain, store and retain its personal data to other entities within the MUFG Group (as defined below) including its branches in Malaysia and in other countries as well as local and overseas affiliates and other external parties as set forth below.

The Customer also consents and agrees to the Bank conducting credit checks and verification of information given in its application for the opening of the Account or Services with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. The Customer also consents to the Bank’s disclosure of its financial conditions, details of Accounts, and account relationship with the Bank including credit balances to: (i) government or regulatory authorities in Malaysia and elsewhere, including BNM, Labuan Financial Services Authority (“**LFSA**”), Credit Bureau, Central Credit Reference Information System (CCRIS), Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad; (ii) companies which are related to the Bank by virtue of Section 7 of the Companies Act 2016, or any associated company of the Bank or of its parent company (the Bank together with its holding company, its holding company’s subsidiaries, affiliates, and other related/ associated companies are collectively referred to as “**MUFG Group**”); (iii) parties providing services (including outsourcing vendors, nominee, custodians, centralised securities depository or registrar, debt collection agents) to the Bank; (iv) the Bank’s agents, consultants and professional advisers; (v) the Bank’s or any of the MUFG Group’s assignees; (vi) the police or any investigating officer conducting any investigation; and (vii) any person to whom disclosure is permitted or required by law, regulation, governmental directive or request.

The Customer also declares that all personal information and data set forth in the application form is all true, up-to-date and accurate and should there be any changes to any personal information or data set forth therein, the Bank shall be notified immediately

2. Freezing of Accounts. Without prejudice to and not in derogation of any other rights which the Bank may exercise, the Customer agrees that the Bank reserves the right, at its sole discretion and without any prior notice to the Customer, carry out the freezing of Accounts upon but not limited to the occurrence of any one of the following events: (i) the Bank being notified that the Customer has committed an act of bankruptcy and/or a bankruptcy notice and/or a petition for winding up and/or a creditor's petition as the case may be, has been filed or presented against it; (ii) the Bank being notified and requested by any authority including but not limited to LFSA or any other statutory or governmental authorities ("the relevant authorities") to refrain from performing any transaction under the Account regardless of whether the relevant authorities have the legal or valid authority to so request the Bank; (iii) the Bank being suspicious of any fraudulent activities concerning the Account, or pursuant to any police report lodged in respect of the Account by any person or the Bank or in the event the Bank and/or the relevant authorities conduct(s) any investigation on any illegal transaction(s) or suspected illegal transaction(s) carried out through the Account, misuse or suspicion of any misuse of the Account or any fraudulent transaction(s) in respect of the Account; or (iv) the Bank being made aware of complaints by third parties with the relevant authorities that the Account has been used for conducting any fraudulent transactions and/or deposits and/or scams and/or soliciting illegal deposits based on its own internal investigation or information made available to it by the relevant authorities.

The freezing of the Account shall cease or be lifted up on the occurrence of any of the following events: (i) it shall be shown to the satisfaction of the Bank by the Customer with appropriate evidence that the bankruptcy notice and/or a petition for winding up and/or a creditor's petition as the case may be, has been validly withdrawn by the petitioner or dismissed or struck out by the court or upon the Bank being served with an appropriate court order ordering the lifting of the freezing of the Account; (ii) the Bank has been informed in writing by the relevant authorities to effect the lifting of the lifting of the freezing of the Account or in the alternative, a court order has been served on the Bank ordering the lifting of the freezing of the Account; or (iii) the Bank is satisfied that no further investigation is required or the Bank being served with a notification by the relevant authorities that the Account no longer has any bearing on any ongoing investigations or the investigation has been discontinued.

In the freezing of the Account pursuant to the foregoing, which shall include any action which may be taken by the Bank such as returning any cheques or other instruments whether deposited for collection or payment as provided herein, the Customer agrees that the Bank shall not be responsible for and/or be held liable for any losses, damages, expenses, costs or charge which may be incurred by the Customer and/or claimed against the Bank or which may be incurred by the Bank (including legal costs on a solicitor and client basis) and in connection therewith, and save to the extent as otherwise expressly agreed herein, the Customer further agrees to keep the Bank fully indemnified against any claims for losses, damages, expenses, costs or charges (including legal costs on a solicitor and client basis) which may be made against the Bank by any party. The Customer further agrees that should the Bank be sued or be made a party in any suit arising out of the Bank's action in the freezing of the Account or should the Bank before or after the freezing of the Account commence any suit against any party including the Customer for any appropriate relief or declaration to be made by any court, all penalties, losses, damages, expenses, costs or charges (including legal costs on a solicitor and client basis) which may be awarded against the Bank or which the Bank may incur shall be indemnified by the Customer.

3. Foreign Exchange Notices. The Customer undertakes to comply with the prevailing foreign exchange notices issued by BNM and/or any other applicable laws or regulations of similar effect, including notices and guidelines issued by the LFSA and all amendments from time to time (collective, the "FE Notices"), where applicable, with regard to the use of the Accounts and Services.

In the event the Customer is required to register with and/or obtain approval from BNM and/or LFSA with regard to the use of the Accounts and Services, the Customer hereby undertakes that it will register the same with and/or obtain such approval from BNM and/or LFSA in accordance with the requirements of the prevailing FE Notices. The Customer further undertakes that it will furnish the Bank with all relevant document(s) evidencing such registration with and/or approval from BNM and/or LFSA as soon as reasonably practicable, whether or not it is requested to do so by the Bank.

### III. GOVERNING LAW; DISPUTE RESOLUTION

1. Governing Law. Accounts and Services shall be subject to, governed by and construed in accordance with laws of Malaysia and the rules, regulations and guidelines of LFSA and other relevant regulatory bodies to

which the Bank is subject. The Bank may commence proceedings against the Customer in Malaysia or elsewhere, irrespective of the Customer's place of residence or business or the place where the Account is maintained.

2. Venue. Except as set forth within the Master Terms of Business, each of the Customer and the Bank irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Malaysia over any action, suit, proceeding, claim or controversy arising out of the Master Terms of Business.

#### IV. ADDITIONAL TERMS

1. Dormant Account. The Account(s) shall be deemed as dormant if it has no credit and/or debit transaction for the past twelve (12) months excluding those initiated by the Bank. Once an Account is classified as dormant, no credit and/or debit transaction (other than credit and/or debit transaction conducted by the Bank for the purposes of crediting interest into the Account or debiting for fees and/or charges payable by the Customer to the Bank) on the Account shall be allowed unless and until the Account has been reactivated.

To reactivate a dormant Account, the Customer must initiate an over the counter debit cash cheque transaction or cash deposit, which shall be subject to verification of its identity as the account holder.

If there is no reactivation from the Customer, the Bank reserves the right to close the Account and the Bank shall be allowed to charge a service fee, amount of which shall be determined by the Bank at the Bank's discretion. The Customer agrees that in the event the balance in its Account is more than the service fee imposed by the Bank pursuant the foregoing, the Bank may charge an annual service fee until the remaining balances are sent to the Registrar of Unclaimed Monies as set out in the Unclaimed Moneys Act 1965.

2. Unclaimed Moneys Act 1965. The Customer is aware of the provisions of the Unclaimed Moneys Act 1965 wherein in line with Section 8 of the Act, the funds in the Account shall be classified as unclaimed moneys if such Account is not operated in any manner whatsoever by the Customer for a period of not less than seven (7) years. If no instruction is given to the Bank after seven (7) years, the funds in the Account will be classified as "unclaimed moneys" and will be transferred to the Registry of Unclaimed Moneys ("RUM") on the date specified in the Act.

The Customer agrees to come to the Bank in person prior to the expiry of the seven (7) years as aforesaid to perform a withdrawal or deposit transaction in order to re-activate the Account. In consideration of the Bank agreeing to its above request, the Customer agrees and undertakes to hold the Bank harmless and indemnified against all liabilities whatsoever for any delay/omission/error in carrying out its instructions.

If the Customer fails to re-activate the Account, the Customer is aware that the Bank shall give a twenty-one (21) days advance notice before arranging to transfer the funds in the Account to the RUM.

3. Rubber Stamp. The imprint of the rubber stamp of the organisation/company must be affixed on the Bank's prescribed application form together with the specimen signature(s) of the person(s) authorised to give instructions in respect of any transaction concerning the Account.
4. Change in Particulars. The Customer agrees that any change in its information, email address(es) and/or mailing address(es) and/or telephone number and/or facsimile number and/or signature(s) and/or other particulars recorded with the Bank shall be notified to the Bank in writing.
5. Declaration. The Customer shall be required to complete and execute the Bank's prescribed application form which shall then form part of the Master Terms of Business and this Labuan Country Addendum.
6. Sanctions. The Customer represents and warrants that no Relevant Person is (i) is located, organized, or resident in Israel (ii) engaging (directly or indirectly) in trade, business, or other activities with an individual or entity that is a citizen of or incorporated in (as the case may be) Israel or is owned or controlled by an individual or entity that is a citizen of or incorporated in (as the case may be) Israel or (iii) engaging (directly or indirectly) in trade, business, or other activities in Israeli Shekel. The Customer agrees to promptly notify the Bank if any such representation becomes untrue.
7. Limitation of liability. Without prejudice to paragraph 1 of Clause XI (*Liability, Indemnification and Set-Off*) of the Master Terms of Business, a MUFG Party shall also be liable for any direct damages which a Customer suffers to the extent finally judicially determined to have resulted directly from a breach of contract by that MUFG Party.