

**PART B**

**Customer Declaration**

# Part B: Customer Declaration

## CUSTOMER DECLARATION

I/We hereby:

1. Apply for the relevant Account(s) as selected in this application form;
2. Declare that all information furnished to Hong Leong Bank Berhad (HLB)/ Hong Leong Islamic Bank (HLISB) are complete, true and correct and will immediately inform HLB/HLISB of any changes to the same and authorize HLB/HLISB to verify and obtain any other information required from any sources including but not limited to CCRIS, FIS, CTOS or any credit reference agency, Inland Revenue Authorities or any authorities and by whatever means and at any time as HLB/HLISB considers appropriate;
3. Irrevocably authorize and permit HLB/HLISB, its officers and employees to disclose and furnish all my/our information concerning this application, present and future accounts and any other matters relating to me or my/our business and operations to:
  - (a) Other financial institutions granting or intending to grant any credit facilities to me/us, the Credit Bureau or any other central credit bureau established by BNM, Cagamas Berhad, Credit Guarantee Corporation, any other relevant authorities/agencies established by the Association of Banks in Malaysia;
  - (b) Any current or future corporation which may be associated or related with HLB/HLISB (as defined in the Companies Act 1965), including representative and branch offices and their respective representatives as well as subsidiaries of HLB/HLISB's holding company;
  - (c) The security party or any party intending to provide security in respect of the Facility;
  - (d) HLB/HLISB's auditors, solicitors and/or other agents in connection with the recovery of monies due and payable hereunder; and
  - (e) HLB/HLISB's professional advisers, service providers, nominees, agents, contractors or third party service providers who are involved in the provision of products and services to or by the Bank and its related or associated companies.
4. I/We hereby irrevocably consent to such disclosure and confirm that HLB/HLISB, its officers and employees shall be under no liability for furnishing such information or for the consequences of any reliance which may be placed on the information to be furnished in accordance with the Terms and Conditions.
5. Declare that I/we am/are not in default on any accounts with HLB/HLISB or other financial institutions and further authorize HLB/HLISB to discuss with the relevant financial institution(s) regarding any late payment history;
6. Declare that I/we am not a bankrupt, that no act of bankruptcy/winding-up has been committed by me/us and there are no prosecution or bankruptcy/winding-up proceedings pending or instituted, or order obtained, against me/us;
7. Declare that I/we understand that my/our application herein shall be subject to the relevant Terms and Conditions, a copy of which is available at HLB's website at [www.hlb.com.my](http://www.hlb.com.my) and HLISB's website at [www.hlisb.com.my](http://www.hlisb.com.my) and that I/we have read and understood the Terms and Conditions and agree to be bound by the same;
8. Understand and agree that HLB/HLISB may approve or reject my/our application herein without assigning any reason thereof;
9. Acknowledge and agree that this application, the relevant terms and conditions applicable to the product/service applied for ("T&C") and all other documents issued by HLB/HLISB in connection with the application herein shall form and be construed as a single agreement entered by me/us with HLB/HLISB;
10. Confirm that I/we have read HLB/HLISB's Privacy Notice\* and agree that all personal data provided to HLB/HLISB by me/us and/or acquired by HLB/HLISB from the public domain, as well as personal data that arises as a result of the provision of services to me will be subject to such Privacy Notice as may be varied from time to time. I/We hereby agree and authorize the disclosure of my/our name and other contact details to companies within HLB/HLISB and/or Hong Leong Financial Group Berhad's group of companies for marketing and for promotional purposes. A copy of the Privacy Notice is available upon request or from HLB/HLISB website.  
  
\*\*"Privacy Notice" shall mean HLB/HLISB's policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with HLB/HLISB as may be amended from time to time and be made available at HLB/HLISB's website or in such manner as HLB/HLISB's deems appropriate from time to time.
11. Represent and warrant that I/we have obtained the consent of all persons named in my/our application herein or such other document submitted to HLB/HLISB in support of my/our application herein and/or my/our authorized representatives, including but not limited to directors, shareholders, authorized signatories or such other persons as specified by HLB/HLISB ("Relevant Data Subjects") for HLB's/HLISB's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with HLB's/HLISB's Privacy Notice as may be amended from time to time;
12. I/We agree to bear all fees, charges, penalties and/or compensation charges imposed in connection with my/our application herein;
13. I/We agree to abide and be bound by the Hong Leong Online Services Terms and Conditions, General Terms and Conditions of Accounts, the relevant Terms & Conditions and all amendments, supplements and additions thereto made from time to time by HLB/HLISB.

*Note: Customers who wish to opt-out from the sharing of their personal data within HLB/HLISB and/or Hong Leong Financial Group Berhad's group of companies for marketing and promotional purposes are required to call our Call Centre at 03-76268899 to register their instructions to opt-out of the said sharing.*

**Customer’s Declaration & Undertaking**

For the purpose of complying with the Foreign Exchange Policy Notices (FEP Notices) issued by Bank Negara Malaysia and the related and relevant provisions stipulated under the Financial Services Act 2013 & Islamic Financial Services Act 2013 together with any standards, notices, orders, regulations and directions made thereunder (collectively referred to as ‘the Foreign Exchange Policy Notices’ or “the FEP Notices”), I/we hereby declare the following:

**Declaration of Foreign Exchange Residency Status**

Non-Individual Applicant:

Please tick (✓) the following boxes to determine your residency status\* under the FEP Notices.

Constitution	Place of Incorporation/Registration	Residency Status
<input type="checkbox"/> Sendirian Berhad <input type="checkbox"/> Berhad <input type="checkbox"/> Private Limited Company <input type="checkbox"/> Public Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Labuan Entities (see Note 1 below) <input type="checkbox"/> Others _____ (Please state the nature of your constitution if not available in the option provided)	<input type="checkbox"/> In Malaysia	<input type="checkbox"/> In Malaysia
	<input type="checkbox"/> Outside Malaysia (Overseas)	<input type="checkbox"/> Non-Resident Entity*
	<input type="checkbox"/> Labuan	<input type="checkbox"/> Non-Resident Entity*

- Please complete the Declaration And Undertaking For External Account if you are a Non-Resident Entity

**Note 1**

“Labuan entity” means an Entity which is created, incorporated, licensed or registered under any of the following legislation-(a) Labuan Companies Act 1990 [Act 441]; (b) Labuan Trust Act 1996 [Act 554]; (c) Labuan Financial Services and Securities Act 2010 [Act 704]; (d) Labuan Islamic Financial Services and Securities Act 2010 [Act 705];(e) Labuan Foundations Act 2010 [Act 706]; or (f) Labuan Limited Partnerships and Limited Liability Partnerships Act 2010 [Act 707].

**Declaration of Domestic Ringgit Borrowing**

(This section is to be completed by Resident who wishes to open and maintain an Investment FCA (IFCA) with HLB/HLISB)

Please tick (✓) the following boxes to declare your domestic ringgit borrowing status (see FEP Notices-Explanatory Notes Section 1.0 Note 1 for definition).

- I / We have obtained domestic ringgit borrowing from a Resident in Malaysia
- I / We have not obtained any domestic ringgit borrowing from a Resident in Malaysia.

**Declaration And Undertaking For External Account**

(This section is to be completed by Non-Resident Entity who wishes to open and maintain a Ringgit Account with HLB/HLISB)

I/We hereby declare to the Bank that:

1. I/We acknowledge having been duly informed by the Bank’s personnel prior to opening of the External Account of the terms, conditions and limitations imposed on the inflows and outflows of funds into and from the External Account involving residents and between non-residents which are set out under the relevant and prevailing Foreign Exchange Policy Notices issued by Bank Negara Malaysia (“FEP Notices”);
2. I/We hereby agree to be bound by the FEP Notices when making any request to transfer and /or make payment to any person using funds sourced from the External Account and/or receive any transfer and/or payment from any person to be credited into the External Account;
3. I/We agree to operate the External Account in accordance with the FEP Notices and any other directives which may be issued by Bank Negara Malaysia from time to time and to provide the necessary and appropriate supporting documents upon request by the Bank; and
4. I/We understand that the External Account is opened in reliance on the statements /declarations provided by us and also agree that if any of the statements/declarations made herein is found to be incorrect in any material respect and if there is any breach of any of the said FEP Notices and/or other directives, the Bank shall not be held responsible and I/we shall indemnify and keep the Bank fully indemnified in respect thereof.

**Declaration And Undertaking For Foreign Currency Account**

(This section is to be completed by Resident who wishes to open and maintain a Foreign Currency Account with HLB/HLISB)

FEP Notices for Opening and Maintaining Foreign Currency Account with HLB/HLISB

I/We agree to operate and maintain all foreign currency accounts with HLB/HLISB in accordance with the FEP Notices and any other directives which may be issued by Bank Negara Malaysia from time to time and to provide the necessary and appropriate supporting documents upon request by the Bank.

**Other Related Declarations And Undertakings**

(This section is to be completed by all Resident and Non-Resident customers)

I/We further declare the information provided in this document, any payment request, instruction, order and related correspondences with HLB/HLISB is true and accurate and in full compliance with the Foreign Exchange Policy Notices.

I/We shall be fully responsible for any inaccurate, untrue or incomplete information provided.

I/We hereby authorise the HLB/HLISB to make this information available to Bank Negara Malaysia ("BNM") in compliance with the FEP

Notices. I/We hereby agree and consent to the following:

1. HLB/HLISB reserves the right to reject any payment request, instruction, order that is not in full compliance with the FEP Notices;
2. I/We shall indemnify and keep indemnified HLB/HLISB from and against all sums of money, actions, proceedings, suits, claims, demands, damages, costs, expenses, monetary penalty imposed by regulators and any other amount whatsoever claimed against HLB/HLISB resulting from a failure to comply with any terms & conditions stipulated herein;
3. I/We shall disclose and furnish to HLB/HLISB any information/documents required or deemed necessary by and to the satisfaction of HLB/HLISB in a timely manner within the period specified by HLB/HLISB, whether or not for the purposes of complying with the laws, rules, regulations, directives and guidelines of Bank Negara Malaysia and/or given, made or established by HLB/HLISB; and
4. Pending receipt of information by HLB/HLISB from me/us and until received and verified thereof to the satisfaction of HLB/HLISB and/or the relevant authorities, HLB/HLISB shall not be obliged to proceed with any transactions.

I/We hereby undertake the following:

1. to inform HLB/HLISB of any subsequent changes to the information stated herein
2. to obtain the specific approval from Bank Negara Malaysia for:
  - a. any transaction requiring such approval
  - b. any transaction that would exceed the limit prescribed under any of the FEP Notices.

**Confirmation & Acknowledgement**

I/We hereby confirm that I/we have read and fully understand the contents of these FOREIGN EXCHANGE POLICY NOTICES DECLARATIONS and all the terms and conditions herein together with the accompanying FEP Notices-Explanatory Notes.

I/We acknowledge that I/we have received a copy of these FOREIGN EXCHANGE POLICY NOTICES DECLARATIONS and hereby agree to be bound by them.

**FOR PERBADANAN INSURANS DEPOSIT MALAYSIA (PIDM)**

- Tick box if I/We have been informed by the Bank that the account selected by us/me is protected by PIDM up to RM250,000 for each depositor.
- Tick box if I/We have access to download the PIDM's Deposit Insurance System (DIS) Brochure made available at the Bank's Website.
- I/We hereby declare that I/we have read the Customer Declaration including Privacy Notice clauses/PDPA as stated above.

*To be Signed by Authorised Signatory(ies) (as per signing condition)*

Signature:

Signature:

Name as per NRIC/Passport : \_\_\_\_\_

Name as per NRIC/Passport : \_\_\_\_\_

NRIC/Passport No : \_\_\_\_\_

NRIC/Passport No : \_\_\_\_\_

Nationality : \_\_\_\_\_

Nationality : \_\_\_\_\_

Designation : \_\_\_\_\_

Designation : \_\_\_\_\_

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**CONSENT FOR DISCLOSURE OF CREDIT INFORMATION - Page 1**

(Corporate/Non-Individual including Sole Proprietorship & Partnership/Individual)

- To:
- 1) CTOS Data Systems Sdn Bhd
  - 2) Experian Information Services (Malaysia) Sdn Bhd (formerly known as RAM Credit Information Sdn Bhd)
  - 3) Credit Bureau Malaysia Sdn Bhd
  - 4) FIS Data Reference Sdn Bhd
  - 5) BASIS Corporation Sdn Bhd
  - 6) Dun & Bradstreet Malaysia Sdn Bhd
- (each to be referred to herein as a "Credit Reporting Agency" and collectively, "Credit Reporting Agencies")

- And
- 7) Hong Leong Bank Berhad ("HLB")/Hong Leong Islamic Bank Berhad ("HLISB")

**Consent for Disclosure of Credit Information**

1. Pursuant to the Credit Reporting Agencies Act 2010 ("CRA"), I/we, the undersigned, hereby irrevocably and unconditionally authorize the Credit Reporting Agencies to obtain and disclose any of my personal information/corporate information and credit information (as defined in the CRA), including credit information where I am/we are a joint applicant or to which I am/we are or have been linked (collectively referred to as "Credit Information") and resides in the records of the relevant Credit Reporting Agency or any information in the record of the Central Credit Bureau, Bank Negara Malaysia ("BNM") (including the Central Credit Reference Information System (CCRIS), the Dishonoured Cheques Information System (DCHEQS), the Perbadanan Insurans Deposit Malaysia (PIDM), the Financial Institution Statistical System (FISS) or any other database or system established by BNM or any other governmental or regulatory authority or body, Cagamas Berhad and/or Credit Guarantee Corporation Malaysia Berhad (collectively referred to as "Credit Information") to HLB/HLISB for the purposes which shall include but not be limited to the following:
  - a) To process and consider my/our application/additional application for HLB/HLISB's credit and credit-related or other products or services of HLB/HLISB;
  - b) To evaluate and monitor my/our credit/financing worthiness;
  - c) For evaluation and due diligence purposes;
  - d) For data processing and analytical purposes;
  - e) To respond to inquiries from me/us;
  - f) For debt collection purposes;
  - g) For enforcement of HLB/HLISB's rights and obligations;
  - h) For assessing, processing and investigating insurance/takaful risks and claims;
  - i) For deposit insurance/takaful purposes;
  - j) For audit and risk management; and
  - k) For all other purposes incidental and associated with any of the above.
2. In connection with the Consent herein provided, I/we hereby authorize HLB/HLISB to provide the relevant Credit Reporting Agency with my/our personal details and company/business details, as provided below, to enable the Credit Reporting Agency to provide me/us with the relevant notification as required under the CRA.
3. I/we hereby agree and confirm that I/we shall not hold HLB/HLISB liable or responsible for :
  - a) any statement, misstatement, inaccuracy or omission of any type or manner contained in the credit information, records and/or credit reports provided to HLB/HLISB by the relevant Credit Reporting Agency;
  - b) HLB/HLISB's reliance on such credit information, records and/or credit reports provided by the relevant Credit Reporting Agency to arrive at a decision in relation to my/our application for credit and credit-related or other products or services of HLB/HLISB; and
  - c) any disclosure of my/our Credit Information by the relevant Credit Reporting Agency to any of the Credit Reporting Agency's other subscribers in connection with the credit reporting service provided.
4. This Consent shall be without prejudice to any other clause in the agreement governing the terms of the credit and credit-related or other products or services of HLB/HLISB which I/we have applied for herein and shall remain valid and binding against me/us so long as I/we remain a customer of HLB/HLISB.
5. This Consent shall be applicable for the following product(s):
 

(a)	(d)
(b)	(e)
(c)	(f)

**CORPORATE INFORMATION (for corporate applicant only)**

Company/Business Name:	Registration No. :
Telephone No. :	E-mail address :
Office Address :	

Business/Company Stamp

X

Date DD/MM/YY

To be signed by ALL Directors, Authorised Signatories and Shareholders (at least 25% shareholding)/Partners/Owners etc of the Company/Business etc.

Signature:

Name as per NRIC/Passport : \_\_\_\_\_  
NRIC/Passport No : \_\_\_\_\_  
Designation : Director/Authorised Signatory/  
Shareholder/Partner/Owner  
Date : \_\_\_\_\_

- Signed as Authorised Signatory (as per signing condition, on behalf of the Company/Business etc)
- Signed in the capacity of Director, Authorised Signatory and Shareholder (at least 25% shareholding)/Partner/Owner etc of the Company/Business etc

Signature:

Name as per NRIC/Passport : \_\_\_\_\_  
NRIC/Passport No : \_\_\_\_\_  
Designation : Director/Authorised Signatory/  
Shareholder/Partner/Owner  
Date : \_\_\_\_\_

- Signed as Authorised Signatory (as per signing condition, on behalf of the Company/Business etc)
- Signed in the capacity of Director, Authorised Signatory and Shareholder (at least 25% shareholding)/Partner/Owner etc of the Company/Business etc

Signature:

Name as per NRIC/Passport : \_\_\_\_\_  
NRIC/Passport No : \_\_\_\_\_  
Designation : Director/Authorised Signatory/  
Shareholder/Partner/Owner  
Date : \_\_\_\_\_

- Signed as Authorised Signatory (as per signing condition, on behalf of the Company/Business etc)
- Signed in the capacity of Director, Authorised Signatory and Shareholder (at least 25% shareholding)/Partner/Owner etc of the Company/Business etc

Signature:

Name as per NRIC/Passport : \_\_\_\_\_  
NRIC/Passport No : \_\_\_\_\_  
Designation : Director/Authorised Signatory/  
Shareholder/Partner/Owner  
Date : \_\_\_\_\_

- Signed as Authorised Signatory (as per signing condition, on behalf of the Company/Business etc)
- Signed in the capacity of Director, Authorised Signatory and Shareholder (at least 25% shareholding)/Partner/Owner etc of the Company/Business etc

Signature:

Name as per NRIC/Passport : \_\_\_\_\_  
NRIC/Passport No : \_\_\_\_\_  
Designation : Director/Authorised Signatory/  
Shareholder/Partner/Owner  
Date : \_\_\_\_\_

- Signed as Authorised Signatory (as per signing condition, on behalf of the Company/Business etc)
- Signed in the capacity of Director, Authorised Signatory and Shareholder (at least 25% shareholding)/Partner/Owner etc of the Company/Business etc

Signature:

Name as per NRIC/Passport : \_\_\_\_\_  
NRIC/Passport No : \_\_\_\_\_  
Designation : Director/Authorised Signatory/  
Shareholder/Partner/Owner  
Date : \_\_\_\_\_

- Signed as Authorised Signatory (as per signing condition, on behalf of the Company/Business etc)
- Signed in the capacity of Director, Authorised Signatory and Shareholder (at least 25% shareholding)/Partner/Owner etc of the Company/Business etc

Signature:

Name as per NRIC/Passport : \_\_\_\_\_  
NRIC/Passport No : \_\_\_\_\_  
Designation : Director/Authorised Signatory/  
Shareholder/Partner/Owner  
Date : \_\_\_\_\_

- Signed as Authorised Signatory (as per signing condition, on behalf of the Company/Business etc)
- Signed in the capacity of Director, Authorised Signatory and Shareholder (at

Signature:

least 25% shareholding)/Partner/Owner etc of the Company/Business etc

Name as per NRIC/Passport : \_\_\_\_\_  
NRIC/Passport No : \_\_\_\_\_  
Designation : Director/Authorised  
Signatory/  
Shareholder/Partner/O

wner  
Date : \_\_\_\_\_  
 Signed as Authorised Signatory (as per signing condition, on behalf of the Company/Business etc)  
 Signed in the capacity of Director, Authorised Signatory and Shareholder (at least 25% shareholding)/Partner/Owner etc of the Company/Business etc

*Note: Please photocopy this page if additional pages are required.*