

# DEVELOPMENT BANK OF SARAWAK BERHAD 201701016346 (1230511-W) TREASURY ACCOUNT OPENING FORM

Please read the terms and conditions before filling this form. Please complete this form in **BLOCK LETTERS** and mark **(X)** where applicable.

CORPORATE ACCOUNT		
□ State Entity	☐ Statu	itory Body
☐ Local Authority	☐ Gove	ernment-linked Company (" <b>GLC</b> ") <sup>1</sup>
Name of Organisation	า	
Incorporation Date		Company No. (New)
		(Old)
Nature of Business		•
Address of Principal F	Place of Business	
Contact Person		
Designation		
Tel.	Fax	Email
	OPERATION	S OF ACCOUNT
☐ As per Authorisati	on Document for State	Entity, Local Authority & Statutory Body dated
☐ Board Resolution	for GLC dated	
☐ Others (please spe	ecify)	

The Customer hereby irrevocably and unconditionally requests and authorises DBOS to accept and act upon instructions made by authorised persons/signatories for and on behalf of the Customer.

A company will be treated as GLC if the Government has control over such company, where the Government holds, directly or indirectly, 50% of more of the voting rights of the company; or has power to veto shareholder decisions of such company; or is deemed to have control in accordance with applicable approved accounting standards

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# **DULY CERTIFIED TRUE COPY ("CTC") OF DOCUMENTS REQUIRED**

# For State Entity and Statutory Body

- (a) Relevant Constitutional and incorporation documentation enacting the State Entity and Statutory Body
- (b) A list of authorised signatories with specimen signatures, with indications of the names and designations
- (c) NRIC/Passport of each authorised personnel and/or signatories and /or party/parties the applicant is acting on behalf
- (d) Annual reports and/or latest audited financial report

#### For GLC:

- (a) Board Resolution duly passed and approved, with indications of the names, designation, NRIC/Passport number and specimen signature of authorised signatories who are empowered to open and operate the account including transaction that they may execute and to execute all necessary documentation
- (b) NRIC/Passport of each authorised personnel and/or signatories and /or party/parties the applicant is acting on behalf
- (c) Its Memorandum and Articles of Association or Constitution
- (d) Statutory documents filed with Companies Commission of Malaysia

	Companies Act 2016	Companies Act 1965
Certificate of Incorporation	Section 14 and 15	Form 8 or 9
Change of company Name	Section 28	Form 13
Capital and shareholders	Section 51 and 78	Form 24
Particulars of Directors	Section 58	Form 49

- (e) Annual reports and/or latest audited financial report
- (f) The latest bank statement (showing name and account number)

Certified true copies are to be duly certified by the authorised signatory(ies) / director(s) / company secretary / legal counsel / accountant. In the event of any amendment made, it must be legible and countersigned by one of the authorised signatories. Forms defaced by erasure, or any kind of correction fluid may result in the application being rejected.

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# DECLARATION, ACKNOWLEDGMENT AND AUTHORISATION BY ACCOUNT HOLDER

We hereby solemnly, voluntarily, conscientiously, irrevocably and conditionally declare that we have read and fully understood the full contexts of the of this Treasury Account Opening Form including the laws of the Personal Data Protection Act 2010 and agree to abide and be bound by these terms and conditions, as follows:

- 1. We declare that the information given in this application is true and correct and that we have not willfully withheld or omitted any facts. We warrant that all copies of documents submitted to DBOS are true copies and belong to the DBOS absolutely.
- 2. We authorise DBOS to verify the information about us from any source (including third parties and regulatory bodies) and in such a manner as it may deem fit at its absolute discretion.
- 3. We confirm that we are not in the process of being liquidated, struck-off, wound-up or terminated, and that there has been no Statutory Demand served on us, and that there have been no potential and/or current legal proceedings commenced against us at the time of this application.
- We undertake to keep DBOS informed of any change in the constitution of our organisation or a change in our mandate. In the event of any failure on our part to inform you promptly of any changes in the constitution of our firm, we shall not hold you liable for any losses or damages suffered by us and we undertake and shall at all times thereafter indemnify you in full and keep you fully indemnified against all liabilities arising thereof and against all actions, suits, proceedings, demands, damages and any expenses (including legal expenses) whatsoever which may be taken or made against you.
- 5. We represent and warrant that our funds do not originate from, nor will they be routed through, and a bank organised or chartered under the laws of a non-cooperative jurisdictions and agree the operations of this account, services and all transactions shall not be used as channels for money laundering and terrorism financing and we shall promptly provide any information or representations deemed necessary by DBOS for verification, in its sole discretion, to comply with anti-money laundering regulations countering the financing of terrorism and related responsibilities from time to time. Notwithstanding anything herein, we undertake to comply with all laws and regulations (including the foreign exchange administration laws and regulations, the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and tax laws) of the jurisdiction, binding and applicable to us.
- 6. We hereby certify and confirm that the person(s) whose information appears in the authorised signatories) herein and/or other letter(s) of instruction is/are authorised to perform and effect the above services opted by us at any time and from time to time for and on our behalf in relation to the abovementioned accounts. We confirm that the authorised signatories have sufficient authority to perform and effect all transactions of this account and such services and all transactions shall be binding and conclusive on us.
- 7. We confirm that DBOS is hereby irrevocably and unconditionally authorised to disclose any information or particulars given by us herein to any persons as you may deem fit at your absolute discretion if compelled by law, and such disclosure is made with our expressed or implied consent for the purposes of this Treasury Account Opening Form.

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- 8. The parties hereto hereby agree to comply with all the relevant provisions and agree that the performance of their duties and obligations, including those of their employees, agents, contractors or consultants under this Treasury Account Opening Form shall be in accordance with all relevant provisions of the Personal Data Protection Act 2010, and any rules, regulations, orders, guidelines and other requirements made thereunder and any amendment thereof.
- 9. We agree that our personal data and information may be made available, without limitation to DBOS' employees, agents, advisors, custodians/sub-custodians' Bank Negara Malaysia and/or all relevant authorities for the purposes of, including but not limited to, sharing of information for credit, reference and marketing purposes.
- 10. We acknowledge that DBOS shall deal with our personal data and information in accordance with DBOS' Privacy Notice as set out in DBOS' website: <a href="https://www.dbos.gov.my">www.dbos.gov.my</a>. DBOS may update its Privacy Notice via posting on its website.
- 11. We acknowledge DBOS adopts a zero-tolerance policy against all forms of bribery and corruption and have read all the relevant provisions of DBOS' *Anti-Bribery and Corruption Framework* and any further revision issued by DBOS from time to time and all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption and any amendment thereof. Details of which can be viewed from DBOS' website: <a href="https://www.dbos.gov.my">www.dbos.gov.my</a>
- 12. We confirm that we have read and fully understood and agree to all the terms and conditions herein.

I/ We make this solemn declaration as stated in Declaration by me/us conscientiously believing the same to be true.

Authorised Signatory	Authorised Signatory
Name: NRIC/Passport No: Designation: Date:	Name: NRIC/Passport No: Designation: Date:
Please affix company Stamp/Seal :	

(Note: GLC must affix the common seal (if stipulated in its Board Resolution) or company rubber stamp on the application form)

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	FOR DBOS C	OFFICE USE	
Risk Profile rating:	☐ High Risk	□ Low Risk	
Remark:			
Client Code:			
Data Entry by:		Date:	
Approved by:		Date:	

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#### PRODUCT DISCLOSURE SHEET

(Please read and understand this Product Disclosure Sheet before you decide to place the funds under Development Bank of Sarawak Berhad ("DBOS") Fixed Deposits. Be sure to also read the general terms and conditions)

The information provided in this sheet is valid as of 1 June 2024 until further notice.

Name of Product: DBOS Fixed Deposits

#### 1. Who is DBOS?

- We were incorporated on 11 May 2017 under the Companies Act 2016.
- We are a wholly-owned subsidiary of Capital Development Resources (Sarawak) Sdn Bhd, which is wholly-owned by the Sarawak Financial Secretary.
- We were set-up to promote strategic economic development in Sarawak using capital from shareholder, deposits from government, agencies and government-linked companies, and/or fund-raising exercises by way of bank borrowings.
- We are a non-prescribed development financial institution and were granted approval from Bank Negara Malaysia to use the word "Bank" in our name.
- We are a financial institution approved by the Ministry of Finance for deposit-taking from government departments/ agencies/ government-controlled companies.

# 2. What is this product about?

Fixed deposit ("FD") is an Interest-Bearing Deposit placed with DBOS in an uncollaterised form.

3. What do I get from this product?	
CURRENCY & AMOUNT	Denominated in Ringgit Malaysia (RM)  Minimum : RM500,000.00  Maximum : No maximum amount
TENURE	Minimum tenure : 1 month  Maximum tenure : 12 months
BENEFIT OF FD	An attractive deposit product for depositors who wish to enjoy a reasonable level of current income while enjoying capital stability, DBOS FD allows depositors to actively manage liquidity requirements to meet short-term cash flow needs.

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4. What are the key terms a	. What are the key terms and conditions?	
MATURITY OF FIXED DEPOSIT	If a DBOS FD matures on a day which DBOS is not opened for general banking business, then the maturity date is extended to the next working day of DBOS.	
	On maturity date, in the absence of written instruction to DBOS, DBOS shall roll-over the FD (principal + interest earned) on the same tenor at the then prevailing rates as determined by DBOS.	
NON- TRANSFERABLE	DBOS FD are not negotiable, hence are not transferable.	
PROOF OF DEPOSIT	No certificate will be issued for DBOS FD.	
	A system generated Deposit Confirmation will be issued by DBOS, stating the details of deposit, shall serve as proof of deposit.	

5. What are the fees and charges I have to pay?	
FEES	Nil

# 6. What are the major risks?

Depositors of DBOS FD will be exposed to the following risks:

# Market risk

Depositors should take note that the return on DBOS FD is determined at the inception of trade and remains fixed throughout the term of the DBOS FD. Any change to market interest rates after the inception of the DBOS FD will not alter the interest rate paid on the DBOS FD.

#### Credit risk

Depositors should take note of the risk to repayment of the deposit amount and interest which is dependent upon the ability of DBOS to make such payment. The Depositor is therefore taking the credit risk of DBOS in fulfilling its obligations.

DBOS FD is not insured under the Perbadanan Insurans Deposit Malaysia (PIDM) as DBOS is not a commercial bank.

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## 7. What do I need to do if there are changes to make contact details?

It is important that you inform us of any change in your contact details to ensure that all correspondences reach you in a timely manner.

## 8. What Bank Account should I remit my fund to and what is the cut-off time?

Please **remit your fund** to our bank account with RHB Bank Berhad before **11:00 a.m.** on the day of deposit as follow:

Name of Bank Account : Development Bank of Sarawak Berhad

**Company Registration No.**: 201701016346 (1230511-W)

**Bank Account No.** : 211-212-0003-2669

Name of Bank : RHB Bank Berhad (BIC Code: RHBBMYKL)

Jalan Kulas Branch

Lot 363, Jalan Kulas, 93400 Kuching, Sarawak

For electronic remittance, please quote our name and identification verbatim (i.e., **Development Bank of Sarawak Berhad** and **1230511W**) to avoid rejection by the remittance system. Kindly forward the remittance advice for our record keeping.

No cash deposit will be accepted.

# 9. Where I can get further information?

If you have further queries, please contact us at:

Treasury & Investment Department
Development Bank of Sarawak Berhad
Level 2, Menara SEDC
Lot 2878, The Isthmus, Off Jalan
Bako 93050 Kuching, Sarawak

Contact person: Ms. Vicky Tan Hui Kee / Mr. Timothy Sa Badis / Puan Lina

Khalindo

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